



City of Pensacola

City Council

Agenda - Final

Thursday, March 26, 2020, 5:30 PM

Council Chambers, 1st Floor

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [20-00182](#) APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 12, 2020

Attachments: [Draft: Regular Meeting Minutes Dated 3/12/20](#)

APPROVAL OF AGENDA

- [20-00181](#) ADD-ON ITEM: MAYORAL DECLARATION OF STATE OF EMERGENCY AND ASSOCIATED EXTENSION

Recommendation: That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled on May 28, 2020. At that time, the Council may decide whether to end the Declaration or to extend further.

Sponsors: Grover C. Robinson, IV

Attachments: [Declaration of State of Emergency 20-01_031820](#)

- [20-00184](#) ADD-ON ITEM - CANCELLATION OF BOARD MEETINGS OF COUNCIL CREATED BOARDS

Recommendation: That City Council require all board meetings of Council created boards to be cancelled for the month of April. Tentatively, board meetings may be scheduled to resume in May.

Sponsors: Jewel Cannada-Wynn

[20-00183](#) ADD -ON ITEM - CANCELLATION OF MAY 14, 2020 CITY COUNCIL MEETING

Recommendation: That City Council cancel the May 14th City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in May, on May 28, 2020.

Sponsors: Jewel Cannada-Wynn

[20-00185](#) ADD-ON ITEM -- LEROY BOYD FORUM

Recommendation: Due to Covid-19 and CDC recommendations and in an effort to continue to engage the public in a meaningful way, that City Council reduce the number of Leroy Boyd Forums conducted during any Council meeting if that meeting is being conducted via technology resources and the public is not in physical attendance. Further that Council conduct one (1) Leroy Boyd Forum at the beginning of the meeting during such circumstances. These measures are temporary.

Sponsors: Jewel Cannada-Wynn

CONSENT AGENDA

2. [20-00090](#) AWARD OF BID #20-012 BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

Recommendation: That City Council award Bid #20-012 Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to J Miller Construction, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$487,079.40 plus a 10% contingency in the amount of \$48,707.94 for a total amount of \$535,787.34. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Bid Tabulation, Bid No. 20-012](#)
[Final Vendor Reference List, Bid No. 20-012](#)
[Map-Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Storm](#)

3. [20-00117](#) AWARD OF CONTRACT TO HERITAGE LANDSCAPE SUPPLY GROUP, INC. D/B/A FIS OUTDOOR FOR INVITATION TO BID (ITB) #20-015 VERTICAL TURBINE VARIABLE SPEED PUMP STATION AT OSCEOLA GOLF COURSE

Recommendation: That City Council award a contract to Heritage Landscape Supply Group, Inc., dba FIS Outdoor for ITB #20-015 Vertical Turbine Variable Speed Pump Station for Osceola Golf Course for \$127,060.71 and a 10% contingency of \$12,706.07 for a total amount of \$139,766.78. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

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

4. [20-00105](#) FRAUD HOTLINE AGREEMENT

Recommendation: That City Council authorize the Mayor to execute a service agreement with NAVEX Global to provide for an anonymous fraud hotline. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [NAVEX Global Agreement](#)

5. [20-00175](#) CANCELLATION OF APRIL 9, 2020 CITY COUNCIL MEETING

Recommendation: That City Council cancel the April 9th City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in April, on April 23, 2020.

Sponsors: Jewel Cannada-Wynn

REGULAR AGENDA

6. [20-00176](#) COMMUNITY MARITIME PARK ADDENDUM TO OPTION AGREEMENT

Recommendation: That City Council authorize the Mayor to execute an Addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

Sponsors: Grover C. Robinson, IV

Attachments: [Addendum to Option Agreement](#)

7. [20-00119](#) STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
GRANT AGREEMENT

Recommendation: That City Council authorize the Mayor to accept and execute the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement when finalized in the amount of \$4,875,000 related to the Pensacola International Airport Maintenance, Repair and Overhaul (MRO) Aviation Campus expansion project. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Resolution](#)

8. [2020-07](#) RESOLUTION NO. 2020-07 - STATE OF FLORIDA DEPARTMENT OF
ECONOMIC OPPORTUNITY GRANT AGREEMENT

Recommendation: That City Council adopt Resolution No. 2020-07.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2020-07](#)

9. [16-20](#) PROPOSED ORDINANCE NO. 16-20 - VACATION OF RIGHT OF WAY -
400 BLOCK CEVALLOS STREET

Recommendation: That City Council adopt Proposed Ordinance No. 16-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 16-20](#)
[Vacation of Right of Way Application](#)
[Planning Board Minutes February 11, 2020 Draft](#)
[PROOF OF PUBLICATION - ORD 2ND READING](#)

COUNCIL EXECUTIVE’S REPORT

MAYOR’S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00182

City Council

3/26/2020

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED MARCH 12, 2020



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

March 12, 2020

5:30 P.M.

Council Chambers

Council President Cannada-Wynn called the meeting to order at 5:30 P.M.

ROLL CALL

Council Members Present: Jewel Cannada-Wynn, Ann Hill, John Jerrals, Sherri Myers, P.C. Wu

Council Members Absent: Jared Moore, Andy Terhaar

Also Present: Mayor Grover C. Robinson, IV

INVOCATION

Council President Jewel Cannada-Wynn

PLEDGE OF ALLEGIANCE

Council Member Ann Hill

FIRST LEROY BOYD FORUM

John Herron: Addressed Council regarding concerns related to installation of 5G cell towers and provided a hand-out (on file).

Colvin Rancifer: Addressed Council regarding concerns related to traffic/pedestrian safety concerns; affordable housing; and Tanyard neighborhood.

Mayor Robinson made follow-up remarks.

AWARDS

Mayor Robinson presented and read a proclamation for *Florida Bicycle Month*.

Fire Chief Cranor provided an update on emergency operations related to COVID-19. Mayor Robinson also provided input. Some discussion took place.

APPROVAL OF MINUTES

1. [20-00158 APPROVAL OF MINUTES: REGULAR MEETING DATED FEBRUARY 27, 2020](#)

A motion to approve was made by Council Member Hill and seconded by Council Member Jerrals.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

APPROVAL OF AGENDA

A motion to approve the agenda as presented was made by Council Member Hill and seconded by Council Member Jerrals.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

CONSENT AGENDA

2. [20-00101 REQUEST FOR LICENSE TO USE RIGHT OF WAY - EAST FISHER STREET AT NORTH 12TH AVENUE](#)

Recommendation: That City Council approve the request for a License to Use Right of Way for eight (8) additional parking spaces within the right-of-way of East Fisher Street at North 12th Avenue, and relocation of a city sidewalk.

A motion to approve was made by Council Member Jerrals and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

REGULAR AGENDA

3. [20-00102 PUBLIC HEARING: REQUEST TO VACATE RIGHT OF WAY - 400 BLOCK CEVALLOS STREET](#)

Recommendation: That City Council conduct a public hearing on March 12, 2020, to consider the request to vacate a portion of the Cevallos Street right of way adjacent to property located in the 400 Block of Cevallos Street.

Planning Service Director Morris explained the issue before Council as outlined in the memorandum (dated 3/12/20) and provided overhead graphics of the subject area.

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

There being no discussion, the vote was called.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

4. [16-20 PROPOSED ORDINANCE NO. 16-20 - VACATION OF RIGHT OF WAY - 400 BLOCK CEVALLOS STREET](#)

Recommendation: That City Council approve Proposed Ordinance No. 16-20 on first reading.

[AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.](#)

A motion to approve was made by Council Member Hill and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)5. [20-00140 YOUTH ENVIRONMENTAL EMPOWERMENT PROGRAM \(YEPP\)](#)

Recommendation: That City Council approve the Youth Environmental Empowerment Program (YEPP) and authorize the council executive to begin the process of submitting the project for RESTORE Funds and/or other funding opportunities.

A motion was made by Council Member Hill and seconded by Council Member Jerrals.

Council President Cannada-Wynn (sponsor) highlighted the intended impact of this program. Mayor Robinson made comments in support of this initiative.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

6. [2020-08 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-08 - BLUE WAHOOS BASEBALL STADIUM PROTECTIVE NETTING](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-08.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Hill and seconded by Council Member Jerrals.

Council Member Myers inquired as why the City is funding this project with Mayor Robinson responding accordingly.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 5 Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)**7. [2020-09 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-09 - INDIGENT HEALTH CARE SPECIAL ASSESSMENT](#)**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-09.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Hill and seconded by Council Member Jerrals.

The motion carried by the following vote:

Yes: 5	Jewel Cannada-Wynn, Ann Hill, John Jerrals, P.C. Wu, Sherri Myers
No: 0	None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher reminded Council Members of the following upcoming meetings:

- Workshop on FY 2021 Budget for the Office of City Council on 3/16/20.
- Town Hall meeting at the Vickrey Center on lighting on 4/7/20.

MAYOR'S COMMUNICATION

Mayor Robinson briefed Council on postponement of events due to the impacts of COVID-19 and discussions of the pandemic during meeting he attended in Washington D.C.

COUNCIL COMMUNICATIONS

Council Member Myers announced cancellation of her town hall meeting which was scheduled for 3/30/20 at Tryon Library. She indicated she is exploring the possibility of hold a virtual town hall via *Facebook Live*. Further, she suggested the town hall scheduled on 4/7/20 on lighting should be cancelled.

Council Member Wu announced an upcoming ribbon cutting ceremony to be held at Tierra Verde Park. He also made remarks regarding discussion in Washington D.C. regarding COVID-19.

COUNCIL COMMUNICATIONS (CONT'D)

Council Member Hill provided an update on Pensacola and Perdido Bays Estuary Program.

CIVIC ANNOUNCEMENTS

Council Member Jerrals reminded that next week is spring break and children will be out of school.

Council Member Myers and Mayor Robinson thanked Council Member Hill for her efforts on Estuary Program.

Mayor Robinson thanked Council Member Wu for representing the City through the National League of Cities.

SECOND LEROY BOYD FORUM

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:28 P.M.

Adopted: _____

Approved: _____
Jewel Cannada-Wynn, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00181

City Council

3/26/2020

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ADD-ON ITEM: MAYORAL DECLARATION OF STATE OF EMERGENCY AND ASSOCIATED EXTENSION

RECOMMENDATION:

That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled on May 28, 2020. At that time, the Council may decide whether to end the Declaration or to extend further.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 18, 2020, Mayor Grover C. Robinson, IV, declared a state of emergency as a result and consequence of the continuing threats to the public health, safety, and property, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19).

City Code section 2-4-8 states that upon declaration of a state of emergency by the President of the United States, by the Governor of the State of Florida or by Escambia County for any area which includes the City of Pensacola, the Mayor shall be authorized and directed to take such emergency measures as he determines necessary to protect the health, safety, and welfare of the citizens and to ensure the timely reconstruction and repair of structural damage caused by the emergency event and the continued functioning of local government. The Mayor shall further be authorized to exercise such emergency management powers granted to political subdivisions by Florida law and may alter regular work schedules and grant the nonessential workforce time off with pay. The Mayor will make the determination of which employees are deemed essential during each emergency. The Mayor is authorized to pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining workforce is not required to report. The Mayor shall further be authorized to waive or suspend all ordinances, policies, procedures or customs of the city as the Mayor determines necessary for the purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees and for the facilitation of reconstruction and repair, both public and private, as the Mayor determines necessary. The Mayor is authorized to delegate such powers to staff as

determined essential to the effective administration of the government of the City of Pensacola. This authorization is subject to the limits of the Constitution and the Laws of the United States and the State of Florida.

The Mayor's exercise of authority pursuant to section 2-4-8 exist for a period of thirty (30) days following the declaration of a state of emergency unless extended or shortened by the action of the city council. Considering recent events and to continue responding to emergency issues, staff recommends that these emergency powers be extended until the Council meeting on May 24, 2020. At that time, City Council may consider an additional extension of the declaration of the state of emergency.

PRIOR ACTION:

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

3/20/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Declaration of State of Emergency 20-01_031820

PRESENTATION: No

GROVER C. ROBINSON, IV
Mayor

CITY OF PENSACOLA

DECLARATION OF STATE OF EMERGENCY 20-01

WHEREAS, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

WHEREAS, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

WHEREAS, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

WHEREAS, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus.

NOW, THEREFORE, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists and is in effect beginning March 18, 2020 at 8:00 a.m. central daylight time.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.
- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.

- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 18th day of March, 2020.

CITY OF PENSACOLA



A handwritten signature in blue ink, appearing to read 'G. Robinson', is written over a horizontal line.

GROVER C. ROBINSON, IV, MAYOR



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00184

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

ADD-ON ITEM - CANCELLATION OF BOARD MEETINGS OF COUNCIL CREATED BOARDS

RECOMMENDATION:

That City Council require all board meetings of Council created boards to be cancelled for the month of April. Tentatively, board meetings may be scheduled to resume in May.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Due to the Covid-19 virus and CDC recommendations, this item requests that City Council cancel all meetings of Council created boards for the month of April. Given the uncertainty faced over the next few weeks, as well as stringent notice and advertising requirements of some of the boards, this item provides for board certainty through the month of April.

This would include but is not limited to:

- Planning Board
- Architectural Review Board
- Zoning Board of Adjustment
- Parks and Recreation Board
- Environmental Advisory Board
- International Relations Advisory Board

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00183

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

ADD -ON ITEM - CANCELLATION OF MAY 14, 2020 CITY COUNCIL MEETING

RECOMMENDATION:

That City Council cancel the May 14th City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in May, on May 28, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 1.01 of the City Council Rules and Procedures, which states in part, "...No scheduled meeting shall be rescheduled without a majority vote of council, except in cases of emergency or extreme hardship."

Given the impacts of the Covid-19 Virus and CDC recommendations, this item seeks to have City Council cancel one of the meetings in May (the 14th) and hold just one meeting on May 28, 2020.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00185

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

ADD-ON ITEM -- LEROY BOYD FORUM

RECOMMENDATION:

Due to Covid-19 and CDC recommendations and in an effort to continue to engage the public in a meaningful way, that City Council reduce the number of Leroy Boyd Forums conducted during any Council meeting if that meeting is being conducted via technology resources and the public is not in physical attendance. Further that Council conduct one (1) Leroy Boyd Forum at the beginning of the meeting during such circumstances. These measures are temporary.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 1.02 of Council Rules and Procedures - Leroy Boyd Fora - states in part, "...For a period not to exceed one-half hour near the beginning of each regular Council meeting, and again at some point near the conclusion of regular Council business during each regular Council meeting, the Council shall invite public comment upon any subject not on the agenda unless waived by a majority of the existing membership of Council."

This item seeks to reduce to one (1), at the beginning of the meeting, the Leroy Boyd Forum during such Council meetings that are conducted via technology resources and where the public is not in physical attendance.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00090

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID #20-012 BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid #20-012 Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to J Miller Construction, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$487,079.40 plus a 10% contingency in the amount of \$48,707.94 for a total amount of \$535,787.34. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This project will help alleviate standing stormwater water issues in Bayou Boulevard and provide stormwater treatment for three currently untreated drainage sub-basins within the Bayou Texar Watershed. The installation of drainage structures will address the standing water issues, and associated piping and the treatment will be provided by retrofitting the existing underground stormwater conveyance systems with three proprietary underground treatment units. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve the water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 675,000.00

Actual: \$ 487,079.40 Construction Contract
48,707.94 10% Contingency

52,990.15 Engineering Design/Permitting/Surveying (Completed)
25,000.00 Engineering Management/Inspection (Estimate)
5,000.00 Construction Testing/Misc. (Estimate)
\$ 618,777.49

FINANCIAL IMPACT:

The total budget for this project is \$675,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$53,623.11 has been expended for completed items related to Surveying, Engineering Design, Studies, and Permitting, leaving a balance of \$621,376.89. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

3/16/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
L. Derrick Owens, Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 20-012
- 2) Final Vendor Reference List, Bid No. 20-012
- 3) Map-Bayou Boulevard, Perry, Blount, Avery Outfalls at Bayou Texar Stormwater Treatment Enhancement Project

PRESENTATION: No

TABULATION OF BIDS

BID NO: 20-012

TITLE: BAYOU BOULEVARD, PERRY, BLOUNT, AVERY OUTFALLS
 AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT

OPENING DATE: February 28, 2020	J. MILLER	SITE & UTILITY,	BROWN	B&W UTILITIES,
OPENING TIME: 2:30 P.M.	CONSTRUCTION,	LLC	CONSTRUCTION	INC.
	INC.		OF NWFL, INC.	
DEPARTMENT: Engineering	Pensacola, FL	Pensacola, FL	Pensacola, FL	Cantonment, FL

Base Bid	\$487,079.40	\$550,065.00	\$551,937.69	\$619,591.50
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M/WBE Participation	5%	0%	0%	5.1%
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Attended Prebid	Yes	Yes	Yes	Yes
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FINAL VENDOR REFERENCE LIST
BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT
ENGINEERING

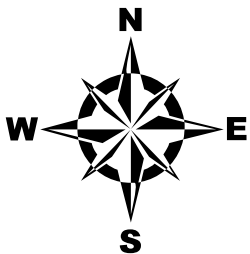
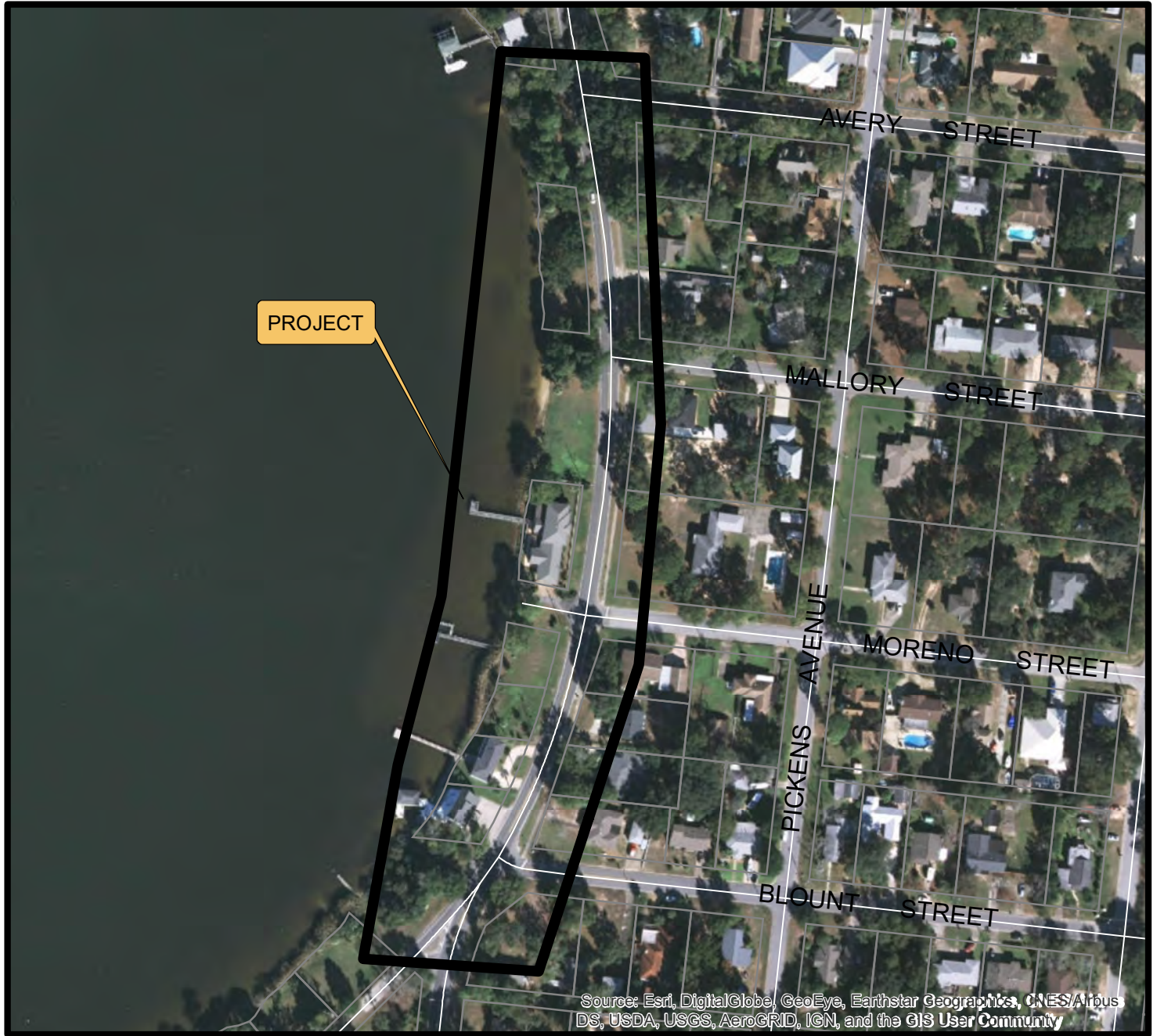
Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
044957	ALL SEASONS CONSTRUCTION LLC	6161 BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
068571	B&W UTILITIES INC	1610 SUCCESS DRIVE	CANTONMENT	FL	32533	
069786	BEAR GENERAL CONTRACTORS LLC	2803 E CERVANTES ST STE C	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
073772	BIGGS CONSTRUCTION COMPANY INC	PO BOX 1552	PENSACOLA	FL	32591	Y
053457	BIRKSHIRE JOHNSTONE LLC	507 E FAIRFIELD DR	PENSACOLA	FL	32503	Y
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
022856	BROWN CONSTRUCTION OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
050107	CANTONMENT BUILDING MATERIALS INC	990 HIGHWAY 29 N	CANTONMENT	FL	32533	
042045	CHIVERS CONSTRUCTION INC	1795 WEST DETROIT BLVD	PENSACOLA	FL	32534	Y
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6550 BUD JOHNSON ROAD	PENSACOLA	FL	32505	Y
045454	COASTLINE STRIPING INC	8840 FOWLER AVENUE	PENSACOLA	FL	32534	
071766	CONSTRUCTION MANAGEMENT ADVISORS LLC	4547 LASSASSIER	PENSACOLA	FL	32504	
036146	CRONIN CONSTRUCTION INC	99 S ALCANIZ ST SUITE A	PENSACOLA	FL	32502	Y
032452	CROSS ENVIRONMENTAL SERVICES INC	P O BOX 1299	CRYSTAL SPRINGS	FL	33524	
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
065871	ECSC LLC	8400 LITTLE JOHN JUNCTION	NAVARRE	FL	32566	Y
072705	EVAN CHASE CONSTRUCTION INC	2991 SOUTH HIGHWAY 29	CANTONMENT	FL	32533	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
039109	FRANK KELLY INDUSTRIAL SALES	744 E BURGESS RD A105	PENSACOLA	FL	32504	Y
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
032792	GATOR BORING & TRENCHING INC	1800 BLACKBIRD LANE	PENSACOLA	FL	32534	Y
050495	GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW ROAD	MILTON	FL	32583	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
017352	GULF COAST TRAFFIC ENGINEERS	8203 KIPLING STREET	PENSACOLA	FL	32514	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
056716	HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC	1102 WEBSTER DRIVE	PENSACOLA	FL	32505	
022978	INGRAM SIGNALIZATION INC	4522 N DAVIS HWY	PENSACOLA	FL	32503	Y
049240	J MILLER CONSTRUCTION INC	8900 WARING RD	PENSACOLA	FL	32534	Y
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
071564	JOSEPH BRIDGES DBA JOE'S LINE UP	222 EHRMANN ST	PENSACOLA	FL	32507	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y

FINAL VENDOR REFERENCE LIST
BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT
ENGINEERING

Vendor	Name	Address	City	St	Zip Code	SMWBE
058332	LEIDNER BUILDERS INC	409 N PACE BLVD	PENSACOLA	FL	32505	Y
058801	M & H CONSTRUCTION SERVICES INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
053467	MIDSOUTH PAVING INC	PO BOX 198495	ATLANTA	GA	30384	
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	3900 KENNESAW 75 PKWY STE 100	KENNESAW	GA	30144	
002720	PANHANDLE GRADING & PAVING INC	P O BOX 3717	PENSACOLA	FL	32516	
058953	PARSCO LLC	714 NORTH DEVILLIERS STREET	PENSACOLA	FL	32501	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
003956	PENSACOLA CONCRETE CONSTRUCTION CO INC	P O BOX 2787	PENSACOLA	FL	32513	
055028	PERDIDO GRADING & PAVING	PO BOX 3333	PENSACOLA	FL	32516	Y
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
066152	PRINCIPLE PROPERTIES INC	3773 HIGHWAY 87 S	NAVARRE BEACH	FL	32566	Y
051133	PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC	5731 STEWART ROAD	WALNUT HILL	FL	32568	Y
021834	R & L PRODUCTS INC	9492 PENSACOLA BLVD	PENSACOLA	FL	32534	
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
031881	ROADS INC OF NWF	106 STONE BLVD	CANTONMENT	FL	32533	
017634	ROBERSON EXCAVATION INC	6013 SOUTHRIDGE ROAD	MILTON	FL	32570	Y
067564	ROBERSON UNDERGROUND UTILITY LLC	9790 ROBERSON WAY	MILTON	FL	32570	Y
055499	ROCKWELL CORPORATION	3309 LINGER COURT	PENSACOLA	FL	32526	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
065450	SITE AND UTILITY LLC	PO BOX 30136	PENSACOLA	FL	32503	Y
068159	SOUTHERN DRILL SUPPLY INC	1822 BLACKBIRD LANE	PENSACOLA	FL	32534	
011457	SOUTHERN UTILITY CO INC	P O BOX 2055	PENSACOLA	FL	32513	Y
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	Y
062939	THREE TRADE CONSULTANTS	5690 JEFF ATEES RD	MILTON	FL	32583	Y
069066	UNDERGROUND SOLUTIONS LLC	3070 GODWIN LN	PENSACOLA	FL	32526	Y
002482	UTILITY SERVICE COMPANY INC	4326 GULF BREEZE PARKWAY	GULF BREEZE	FL	32563	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
030448	WARRINGTON UTILITY & EXCAVATING INC	8401 UNTREINER AVE	PENSACOLA	FL	32534	Y
021725	WHITESSELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 77

BAYOU BLVD, PERRY, BLOUNT, AVERY OUTFALLS AT BAYOU TEXAR



PENSACOLA
THE UPSIDE of FLORIDA

**DEPARTMENT OF PUBLIC WORKS AND FACILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00117

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT TO HERITAGE LANDSCAPE SUPPLY GROUP, INC. d/b/a FIS OUTDOOR FOR INVITATION TO BID (ITB) #20-015 VERTICAL TURBINE VARIABLE SPEED PUMP STATION AT OSCEOLA GOLF COURSE

RECOMMENDATION:

That City Council award a contract to Heritage Landscape Supply Group, Inc., dba FIS Outdoor for ITB #20-015 Vertical Turbine Variable Speed Pump Station for Osceola Golf Course for \$127,060.71 and a 10% contingency of \$12,706.07 for a total amount of \$139,766.78. Further, that City Council authorize the Mayor to execute all contracts, related documents, and take all related actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On January 14, 2020, the City issued an invitation to bid on the Vertical Turbine Variable Speed Pump Station for the Osceola Golf Course project. One firm responded to the ITB -Heritage Landscape Supply Group, dba FIS Outdoor.

The project will consist of a prefabricated, skid-mounted, variable-speed line shaft vertical turbine pump station. The pump station is to provide water to the irrigation system while simultaneously maintaining a constant discharge pressure by using variable frequency drive controlled pumps for pressure regulation, under varying flow conditions from the minimum specified flow up to the maximum specified capacity.

Funding for the project is available in the FY 2020 budget.

PRIOR ACTION:

September 18, 2019 - City Council adopted the Fiscal Year 2020 Budget on Budget Resolution No. 2019-50 that included \$115,000 for the replacement of the pump station at the Osceola Golf Course.

FUNDING:

Budget: \$115,000.00 LOST IV - Replace Rain Bird Pump Station
15,922.00 LOST IV - Transfer from Osceola Golf Course
8,845.00 LOST IV - Transfer from Capital Equipment Savings
\$139,767.00

Actual: \$127,060.71 Bid
12,706.07 10% Contingency
\$139,766.78 Total Estimated Cost of Project

FINANCIAL IMPACT:

Funding in the amount of \$115,000 was appropriated in the Fiscal Year 2020 Budget for this project. However, upon receipt of the bids, additional funding was needed. Funding in the amount of \$15,922 was transferred from the Osceola Golf Course project and \$8,845 was transferred from savings from Capital Equipment purchases.

CITY ATTORNEY REVIEW: Yes

3/16/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

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

PRESENTATION: No

TABULATION OF BIDS

BID NO: 20-015

TITLE: VERTICAL TURBINE VARIABLE SPEED PUMP STATION FOR OSCEOLA GOLF COURSE

<p>OPENING DATE: January 14, 2020 OPENING TIME: 2:30 P.M. DEPARTMENT: Parks & Recreation</p>	<p>HERITAGE LANDSCAPING SUPPLY GROUP, INC. DBA FIS OUTDOOR Pensacola, FL</p>	<p>JERRY PATE TURF & IRRIGATION, INC. Pensacola, FL</p>
<p>Base Bid</p>	<p>\$127,060.71</p>	<p><i>Non-Responsive</i></p>

Opening Date: 01/14/20

Bid No.: 20-015

**FINAL VENDOR REFERENCE LIST
VERTICAL TURBINE VARIABLE SPEED PUMP STATION FOR OSCEOLA GOLF COURSE
PARKS & RECREATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
049143	FIS OUTDOORS	2810 COPTER ROAD	PENSACOLA	FL	32514	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
074104	HYDRA SERVICES INC	P O BOX 365	WARRIOR	AL	35180	
26494	JERRY PATE TURF & IRRIGATION INC	301 SCHUBERT DRIVE	PENSACOLA	FL	32504	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
078573	THE ESHELMAN COMPANY INC	P O BOX 361984	BIRMINGHAM	AL	35236	

Vendors: 7



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00105

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FRAUD HOTLINE AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to execute a service agreement with NAVEX Global to provide for an anonymous fraud hotline. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On February 8, 2007, the City entered into an agreement with The Network, Inc. ("TNZ") to provide anonymous fraud hotline services. On August 31, 2015, TNW was acquired by NAVEX Global at which time NAVEX Global assumed all rights, liabilities, and obligations previously held by TNW under the TNW Agreement. The agreement remains in effect until cancelled by either party given 45 days' notice.

NAVEX Global is currently transitioning to a new platform and will no longer support the TNZ platform the City currently utilizes. As such, the current agreement the City has with NAVEX Global will be terminated. In order to continue the City's fraud hotline, a new agreement with NAVEX Global referencing their new platform is required.

The initial term of the agreement will be for one year and shall automatically renew for successive one (1) year periods until terminated by either party. Either party may elect to terminate services at the start of a renewal term by providing written notification to the other party at least thirty (30) days prior to the start of a renewal term. NAVEX has refused to include the public records law language from §119.0701 that appears to be required for this type of contract. NAVEX did include a single sentence provision that states it will comply with the Florida Public Records law to the extent the law applies to NAVEX's business operations.

PRIOR ACTION:

February 8, 2007 - The City entered into an agreement with The Network, Inc. to provided fraud hotline services.

FUNDING:

Budget: \$2,800.00

Actual: \$2,800.00

FINANCIAL IMPACT:

Funding is appropriated in the City's General Fund operating budget.

CITY ATTORNEY REVIEW: Yes

2/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) NAVEX Global Agreement

PRESENTATION: No

Your signature on this Order Form is necessary to upgrade your organization to NAVEX Global’s EthicsPoint hotline and case management platform.

Notwithstanding any information in the Description of Services below, you will keep the phone number that is currently associated with your hotline, allowing for a seamless upgrade experience.

NAVEX Global offers **free** on-demand tutorials and other valuable resources pertaining to Ethics and Compliance programs through the NAVEX Global Customer Community that demonstrate how to unlock the potential of your new EthicsPoint case management system, available here. We also encourage you to register for our **free** weekly live product training webinars, which are available here.

Questions? Contact us at upgradetoEPIM@navexglobal.com. We are committed to making this transition as smooth as possible.

I. GENERAL INFORMATION

CUSTOMER INFORMATION:

Name: **City of Pensacola (“Customer” or “Client”)**
 Address:
 PO Box 12910
 Pensacola, FL 32521-0001
 United States

BILLING INFORMATION:

Contact Name: **Laura Amentler**
 Address:
 PO Box 12910
 Pensacola, FL 32521-0001
 United States
 Email: lpicklap@cityofpensacola.com
 Phone: 850-435-1822

II. ORDER INFORMATION

Entity: NAVEX Global, Inc., a Delaware corporation (“NAVEX Global”)
 Customer Type: Existing Business
 Order Form Effective Date: Date of last signature

III. SERVICES INFORMATION

Services	Qty	Annual Fees	One-Time Fees	Fees Due
Hotline				
Hotline - Per Employee Subscription	792	\$2,800.00	-	\$2,800.00
Current Hotline to EthicsPoint Hotline Transfer - MIG SVC	1	-	\$0.00	\$0.00
EthicsPoint IM - Foundation Subscription	792	\$0.00	-	\$0.00
Included Dedicated Seat License - Foundation	2	\$0.00	-	\$0.00

Incident Management				
EthicsPoint IM - Foundation Setup - MIG SVC	1	-	\$0.00	\$0.00
Hotline - Web Intake Site Setup - MIG SVC	1	-	\$0.00	\$0.00
Location Database Module Setup - MIG SVC	1	-	\$0.00	\$0.00
Premium Analytics - MIG SVC	1	\$0.00	-	\$0.00
Current URL Transfer or Cancellation - MIG SVC	1	-	\$0.00	\$0.00

Telephony				
Standard Global Telephony Subscription	1	\$0.00	-	\$0.00

Gateway				
Gateway - New Client Setup MIG SVC	1	-	\$0.00	\$0.00
Gateway - Subscription	1	\$0.00	-	\$0.00

	Annual Fees	One-Time Fees	Fees Due
SUB-TOTALS:	\$2,800.00	\$0.00	\$2,800.00

TOTAL FEES DUE NOW:

\$2,800.00

IV. SERVICES TO BE REMOVED

Services to be Removed	Qty
Suite Hotline - Per Employee Subscription	1,000

V. ADDITIONAL TERMS

1. GOVERNING TERMS AND CONDITIONS

- Customer and The Network, Inc. ("TNW") entered into an Agreement for Program Services dated February 8, 2007 ("TNW Agreement"), wherein TNW agreed to provide the hotline Services detailed in this Order Form's Section IV (collectively, the "TNW HL Services").
- TNW was acquired by NAVEX Global on August 31, 2015. NAVEX Global hereby assumes all rights, liabilities, and obligations previously held by TNW under the TNW Agreement. By signing below, Customer consents to such assignment.
- The Parties have agreed to terminate the TNW Agreement and for NAVEX Global to provide Services in accordance with the Agreement as defined in Section VI below.

2. TRANSITION FROM TNW HL SERVICES TO NAVEX HLCM SERVICES

- The parties agree to replace Client's TNW HL Services with the new hotline and case management Services detailed in Section III of this Order Form (collectively, the "NAVEX HLCM Services").
- Customer shall continue to have access to its existing TNW HL Services until the "go-live" date of the NAVEX HLCM Services, which shall be a date of NAVEX Global's choosing after the Order Form Effective Date ("Go-Live Date"). Upon the Go-Live Date, Client's TNW HL Services shall be deactivated and terminate ("TNW HL Services Termination"). Notwithstanding the foregoing, if the Go-Live Date has not occurred within six (6) months of the Order Form Effective Date due to Client's acts or omissions, NAVEX Global may schedule the Go-Live Date despite such acts or omissions, and thereafter shall discontinue Customer's access to the TNW HL Services.

3. NAVEX HLCM SERVICES

- The Hotline Annual Fee is based on Client's representation that it has 792 employees who will have access to the Services at all locations. However, Client may increase its employee count up to 999 employees without incurring additional costs.

- b. The Term shall begin on January 1, 2020 and end on December 31, 2020 (“Initial Term”).
 - c. Each subscription will automatically renew for successive one (1) year periods (each a “Renewal Term”). However, either party may elect to not renew by providing written notification to the other party at least thirty (30) days prior to the start of a Renewal Term.
 - d. INVOICING AND PAYMENT
 - i. All Fees detailed herein will be invoiced 100% upon the Order Form Effective Date or upon the commencement of Client’s Initial Term, whichever is later. Client shall remit payment within thirty (30) days of said invoice’s date.
 - ii. The Annual Fees for any subsequent Renewal Term shall be invoiced to Client at least thirty (30) days prior to the start of the Renewal Term and Client shall remit payment on or before the start of the Renewal Term.
 - iii. The Annual Fees will be fixed for a period of twelve (12) months from the commencement of Client’s Initial Term. Thereafter, NAVEX Global may increase Annual Fees not more than once per year by providing sixty (60) days prior written notification of the increase.
4. All prices are quoted in U.S. Dollars.
5. The parties will comply with the Florida public records act to the extent the act applies to such party’s business operations.
6. NAVEX Global and Customer agree to modify the Agreement (as defined in Section VI below) as follows:
- a. Section 9.4 Legal Process shall be deleted and replaced with the following: “If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry (“Legal Process”), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs, including reasonable fees for time expended by internal resources and reasonable attorneys’ fees. Each party agrees to cooperate fully with the other party to respond to any notice or inquiry from a third party related to the Agreement. For avoidance of doubt, a request pursuant to Florida’s public records act will be considered Legal Process under this Section.

Gateway

1. DESCRIPTION OF SERVICES.

Gateway - New Client Setup MIG SVC

Gateway - New Client Setup includes Client's implementation on the NAVEX Global Gateway and setup of Client's Gateway Administrators. On demand Gateway training is available via the web.

Gateway - Subscription

Includes access to the NAVEX Global Gateway, which provides seamless access to the customer's supported NAVEX Global solutions.

Note: NAVEX Global Gateway is currently compatible with the EthicsPoint® Incident Management, PolicyTech® Policy & Procedure Management, and RiskRate® Enterprise Due Diligence products only.

Hotline and Telephony

1. DESCRIPTION OF SERVICES.

Current Hotline to EthicsPoint Hotline Transfer - MIG SVC

Transfer of a Client's hotline and telephony from their existing solution to EthicsPoint®. Non-transferable lines will be replaced with new lines, leveraging best practice recommendations on line type and configuration of automated prompts in language(s) in addition to English.

Assumptions:

- Existing telephone lines transferable without having to provision new phone numbers will be transferred as is.
- Non-transferable lines will be replaced with new lines and newly provisioned phone numbers.
- Client understands that EthicsPoint® web intake report translations will be automatically performed for all non-English web-submitted reports and all company responses to reports will be translated into the language the report was originally provided.

EthicsPoint IM - Foundation Subscription

EthicsPoint® Incident Management - Foundation is delivered as a baseline single configuration incident management system including foundational case component functionality. Comprised of system-level user management; built-in analysis tools including baseline reporting and standard analytics; and (1) GB storage for files attached to cases.

Included Dedicated Seat License - Foundation

A Dedicated Seat License is defined as rights assigned to a single named user. A Dedicated Seat License ensures that the named user will have access to the system at any time.

Hotline - Per Employee Subscription

Hotline Subscription - NAVEX Global's Hotline has been designed to enable your employees to easily and confidentially report any issue or instance of misconduct. The Contact Center is globally accessible 24/7/365 with system availability ensured by end-to-end network redundancy, scalability, and reliability. While the majority of non-English language calls are serviced with greater than 98% interpreter availability, global demand for specific languages can occasionally peak beyond interpreter supply. If an interpreter cannot be obtained, callers will be given the option to report their concern in English.

Live telephone language interpretation is available in 150+ languages at no additional cost.

The annual subscription supports unlimited reports via web, telephone, or internal to the case management software.

If EU hosted:

Calls will be serviced by NAVEX Global's EU-based Contact Center.

Standard Global Telephony Subscription

Provisioning and annual maintenance for phone line configuration with international or domestic inbound lines. This includes our pre-configured lines with standard language prompts, menus, and greetings. The Subscription utilizes the following solutions: One-Step dialing where the caller will have a single toll-free number for a particular country to access the reporting hotline; Two-Step dialing where the caller will use a two-stage dialing process, first entering a common, country specific access code followed up with a toll-free number to access the reporting hotline; and/or Collect dialing is used where no toll-free option is available for reporting. Customizations are not available on this service.

Glossary of Line Types:

OneConnect (OC) - Available in more than 100 countries, OneConnect is a one-step dialing solution that eliminates the need for access codes and removes the use of English branded messaging in the calling process. The product provides in-country toll-free numbers that are routed to NAVEX Global that allow callers to access the international reporting program without the need to add international calling plans to landlines and mobile phones. This allows the OneConnect program to have fewer mobile phone restrictions and a more robust dialing enabled community.

Dedicated International Toll-Free Service (D-ITFS) - Employers using D-ITFS make it possible for their employees to dial a country-specific toll-free number to reach one of our Contact Centers. There is no special dialing, access code, or operator assistance required. This service is available in over 70 countries and allows for custom automated call treatment.

Direct Access (DA) - Direct Access implementations provide a more widely available international toll-free option for access to one of our Contact Centers. To use this service, employees first dial their country-specific access number to connect with our telephony service partner, followed by dialing the customer-specific proprietary toll-free number to connect to one of our Contact Centers. This service is available in 140 countries. It allows for custom automated call treatment and can improve access by mobile phones.

WWC – (Worldwide Connect) - WWC is a product based on the Direct Access platform that allows for calls to be identified and treated with custom language options based on country of origin. Calls are made using a two-step dialing process where the caller must first dial the Direct Access code specific to the country where the call is originating followed by the proprietary toll-free number for routing to NAVEX Global.

Global Inbound Service (GIS) - GIS is an additional toll-free option that provides one- or two-step dialing to one of our Contact Centers. GIS can have fewer restrictions for mobile phone access. This service is available in over 130 countries.

Collect Calling - Stop-gap for most countries where international toll-free service and other formats are not available.

Telephony by Country:

- United States (792 employees)
Call Plan: US Dialing Plan. Greetings: English;Spanish (Latin American)

Total Employees: 792

2. SERVICE TERMS.

- 2.1. Telephony Connectivity.** Communication connectivity is provided by a third-party provider. NAVEX Global cannot guarantee communication connectivity for all or any available connection sources within a particular country or region. **Thus, NAVEX Global makes no warranties, express or implied, concerning the reliability or functionality of communication connectivity to the Hotline services outside of NAVEX Global's control.** Customer is responsible for conducting in-country connectivity testing for quality assurance, and NAVEX Global will address any service failures identified through this process upon Customer notifying NAVEX Global and in accordance with the information provided on NAVEX Global's website: <http://trust.navexglobal.com/telephony-availability-report.html>.
- 2.2. Compliance With Law.** NAVEX Global's Services are subject to U.S. sanctions laws and Customer is expressly prohibited from making the Services available to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury or to any individual prohibited by the current OFAC list (available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>).
- 2.3. SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.

Incident Management

1. DESCRIPTION OF SERVICES.

EthicsPoint IM - Foundation Setup - MIG SVC

EthicsPoint® Incident Management Foundation setup includes:

- Implementation of EthicsPoint® Incident Management Foundation system
- Mapping of the Hotline and Web Intake Site intake methods to the EthicsPoint® Incident Management Foundation system, if Hotline and Web Intake Site are in use
- NAVEX Global Administrator / User training available via the web, through regularly scheduled webinars and on demand trainings

Hotline - Web Intake Site Setup - MIG SVC

Hotline - Web Intake Site setup includes development services to support the creation of a Web Intake Site.

Setup includes:

- A single English Web Intake Site leveraging Customer's logo
- Inclusion of available, supported foreign languages previously deployed with customer's current solution.
- Industry-standard issue package and existing Customer's custom issues
- System configuration to support intake and routing of reports into EthicsPoint
- Quality Assurance and configuration of the Web Intake Site to confirm availability for reporting

Location Database Module Setup - MIG SVC

Location Database Module Setup makes available a method for storing client defined location information within EthicsPoint. This enables users and reporters to select an appropriate case specific location during intake based on client provided data. This consistent collection of location information allows for better use of NAVEX Global analytics tools to spot trends and patterns based on location. NAVEX Global will load existing location data from the current solution into EPIM as a one-time Location integration. Any future location updates will be cared for through Client Support and may require additional costs.

Premium Analytics - MIG SVC

Premium Analytics is an ad hoc reporting interface to NAVEX Global's EthicsPoint Incident Management software. Designed for both operational and actionable insight, Premium Analytics allows for deeper analysis of NAVEX Global Incident Management data while delivering features to assist in the measurement, visualization and distribution of case management data.

Current URL Transfer or Cancellation - MIG SVC

Redirect of current web intake URL to a new web intake URL.

2. **SERVICE TERMS.** All terms detailed in this section which, by their nature, may apply to the Telephony and Hotline services shall be construed to apply to such services. Unless Customer requests an alternate configuration, Services that collect and/or process User Personally Identifiable Information will include processes and functionality designed to ensure the anonymity of the Reporters. Notwithstanding any other provision of the MSA or this Order Form, if, through no fault of NAVEX Global, Customer does not proceed with a timely implementation of the Services in a production environment, then (a) NAVEX Global will not be liable for any such delay and (b) NAVEX Global reserves the right to charge additional fees to implement such Services for Customer.
 - 2.1. **Report Availability.** NAVEX Global will use commercially reasonable efforts to make English-language versions of the Reports available to Customer for review and processing (a) within 12 hours of receipt, for Reports submitted in English and (b) within 48 hours of receipt for Reports submitted in any language other than English, excluding weekends and US national holidays. As used herein, (a) a "Reporter" is any individual (employees and/or non-employees) permitted by Customer to access and use the reporting features of the Services and (b) a "Report" includes the following as a single Report: (i) any information reported by a Reporter about Customer or its business or personnel via the Services, (ii) any communications directed by Customer to a Reporter via the Services and any Reporter responses thereto, or (iii) any notes, summaries or other data uploaded to the Services by Customer representatives. Customer will have sole responsibility for the deletion and use of any Report, User PII, or other data residing in the Services. NAVEX Global will have no responsibility, liability or obligation with respect to any such Report, information or data that has been purged, overwritten or otherwise destroyed by or as directed by Customer. Customer will have access and the ability to download and save Reports during the Term. Upon termination and at the request by Customer made within thirty (30) days following the effective date of termination, NAVEX Global will create and deliver to Customer, at Customer's cost and expense, a copy of all Reports then in existence in the Services.
 - 2.2. **Data Aggregation And Analysis.** Customer hereby authorizes NAVEX Global to collect, specific Customer information (excluding information that might directly identify Customer or a Customer Reporter) collected in the performance of Services and aggregated with other data collected from NAVEX Global customers ("Benchmarking Statistics"), for the purpose of analyzing and reporting the effectiveness of and any trends in corporate ethics and compliance programs according to industry, company size, country, geographic region or other relevant classification or for other uses as NAVEX Global may decide. Customer may access aggregate Benchmarking Statistics by purchasing NAVEX Global's Integrity Diagnostics and/or Performance Benchmarking Services.
 - 2.3. **SUB-PROCESSOR.** Customer consents to the use of the applicable sub-processors set forth in the following link: <https://www.navexglobal.com/en-us/service-hosting-providers>. The foregoing link contains a mechanism to subscribe to notifications of the addition of any new sub-processors for each applicable Service, to which Customer may subscribe. Notwithstanding any provision to the contrary, updates provided via this mechanism shall operate as the notification of changes concerning the addition of any new sub-processors.
 - 2.4. **DISCLAIMER.** NAVEX Global hereby disclaims (a) any responsibility with respect to any claim asserting or challenging the veracity, accuracy or completeness of any Report, or (b) any responsibility with respect to any claim arising from Customer's use, nonuse or processing of a Report.

VI. GENERAL TERMS

This Order Form is made effective as of the Order Form Effective Date, sets forth the services to be provided by NAVEX Global, Inc. ("NAVEX Global") to Customer and is governed by the terms of the written Master Services Agreement, detailed here: http://www.navexglobal.com/NAVEXGlobal_MSAv56 (the "Agreement"). The parties agree the Agreement is incorporated by reference into this Order Form as of the Order Form Effective Date. Except as otherwise defined herein, all capitalized terms used in this Order Form shall have the meanings attributed to them in the Agreement. This Order Form supersedes any related quotation, previous and conflicting terms, or purchase orders issued by Customer. Each of the signatories to this document represent they are duly authorized representatives of their respective party to this Order Form and further represent and warrant they have the actual corporate authority to execute this Order Form on behalf of their respective party and is entered into as of the Effective Date.

ACCEPTED BY NAVEX Global, Inc.:

ACCEPTED BY CITY OF PENSACOLA, FLORIDA

General Counsel, Shon C. Ramey
Date:

Mayor, Grover C. Robinson, IV
Date:

City Clerk, Ericka L. Burnett
Date:

Approved As To Substance:

Department Director/Division Head
Date:

Legal in form and valid as drawn:

(CORPORATE SEAL)

City Attorney
Date:

NAVEX Global

NAVEX Global Master Services Agreement

This Master Services Agreement (“**MSA**”) is entered into as of the date of last signature (the “**Effective Date**”) by and between **NAVEX Global, Inc.**, a Delaware corporation, having its principal place of business at 5500 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 (“**NAVEX Global**”), and the entity signing the Order Form (as defined in Section 1.2) into which this MSA is incorporated (“**Customer**”). In consideration of the mutual covenants and conditions contained in this MSA and intending to be legally bound, the parties agree as follows:

1.0 Purpose and Scope.

1.1. Master Services Agreement. This MSA establishes the general terms and conditions with respect to NAVEX Global’s provision of Services to Customer. “**Service**” or “**Services**” means, collectively, the SaaS Offering (as defined in Section 2.1) and any other services provided to Customer by NAVEX Global, as set forth in an Order Form. This MSA and all Order Forms and other documents incorporated into the MSA by reference are, collectively, the “**Agreement.**”

1.2. Order Forms and Change Orders. The Services to be provided, and any Service-specific terms and conditions, will be set forth in a separate document or documents, as applicable, governed by this MSA (“**Order Form**”). Certain Services which are not recurring and for which only one-time fees apply may be added pursuant to a simplified ordering document (“**Change Order**”). As used herein “Order Form” includes “Change Order.” Customer’s execution of an Order Form constitutes a binding commitment to purchase the Services and items specified in such Order Form.

1.3. Affiliates. “**Affiliate**” means an entity controlling, controlled by, or under common control with a party to this MSA. Customer may authorize its Affiliates’ use of the Services provided that (i) the combined use of the Services by Customer and its Affiliates shall not exceed the applicable Subscription Metrics (as defined in Section 2.1); (ii) Customer guarantees any such Affiliate’s performance of all terms and obligations of the Agreement; (iii) Customer agrees to comply with any injunction arising out of any Affiliate’s breach of the Agreement; and (iv) Customer shall be responsible for all use of and access to the Services by any Affiliate.

1.4. Order of Precedence. To the extent any terms and conditions of this MSA conflict with the terms and conditions of an Order Form, the terms and conditions of the Order Form shall control.

1.5. Applicable Law. “**Applicable Law**” means any law, rule, or regulation applicable to a party.

2.0 Services.

2.1. Grant of Use. During the applicable Services Term (as defined in Section 6.2), and subject to payment of applicable fees per the Agreement and Customer's compliance with the Agreement, NAVEX Global grants Customer a non-transferable, non-assignable, worldwide right to access and use the proprietary governance, risk, and compliance software-as-a-service offering identified in the applicable Order Form(s) that NAVEX Global makes available to Customer online via a Uniform Resource Locator (URL) ("**SaaS Offering**") for Customer's internal use for purposes of managing and coordinating information. Customer's use is restricted to the limitations on usage of Services as designated and/or defined in the applicable Order Form, or the financial metric used to calculate applicable fees ("**Subscription Metrics**"). Subscription Metrics are designated by a term such as the number of "licenses," "employees," "reports," and the like. On Customer's request, which may be rejected by NAVEX Global in its sole discretion, NAVEX Global may assist Customer, at Customer's cost, with implementing interactions between the SaaS Offering and application programming interfaces, applications, services, products, or software provided by a third party ("**Integrations**"). NAVEX Global will make commercially reasonable efforts to ensure the features and functionality of Integrations; however, NAVEX Global accepts no liability for a failure of an Integration, errors, or for the unauthorized use, access, or processing of any Customer Data (as defined in Section 3.1) that occurs as a result of an Integration.

2.2. Online Access; Environment; Hosting Infrastructure. NAVEX Global will provide Customer online access to and use of the SaaS Offering in accordance with the applicable Order Form and the user instructions, release notes, manuals, and online help files that describe the operation of the Services in the form generally made available to NAVEX Global customers, as may be updated from time to time (collectively, the "**Technical Documentation**"). Customer will access the SaaS Offering by use of a supported Customer-provided browser. NAVEX Global is responsible for the hosting and management of the SaaS Offering, including obtaining and maintaining all computer hardware, software, communications systems, network, and other infrastructure necessary to permit Customer to access and use the SaaS Offering ("**Hosting Infrastructure**"), either directly or through its designated third-party supplier or data center. NAVEX Global will manage and install within the Hosting Infrastructure all updates and upgrades that NAVEX Global makes generally available to its customers for the SaaS Offering. Customer is solely responsible for obtaining and maintaining, at its own expense, all equipment and technology needed to access the SaaS Offering, including, without limitation, internet access and adequate bandwidth.

2.3. Updates. Access is limited to the version of the Services in NAVEX Global's production environment. NAVEX Global regularly updates the Services and reserves the right to make updates to the Services in the event of Service unavailability, end of life, or changes to software requirements, provided that any such modification shall not result in a material reduction in the functionality of the Services.

2.4. Acceptable Use. Customer acknowledges and agrees that NAVEX Global does not monitor or evaluate Customer Data transmitted through the Services, and NAVEX Global shall not be responsible for the content of any Customer Data. Customer shall use the Services exclusively for authorized and legal purposes and consistently with Applicable Law. Customer is solely responsible and liable for ensuring the appropriate use of any reports and other materials prepared by NAVEX Global in a manner that will not violate Applicable Law or infringe upon the rights of any third party.

2.5. Security. NAVEX Global will implement commercially reasonable and appropriate measures designed to secure Customer Data against accidental or unlawful loss, access, or disclosure. NAVEX Global will be responsible for ensuring the security and confidentiality of account names and passwords residing within its systems and while being received and processed by the

SaaS Offering for the purpose of permitting access thereto. Customer is responsible for instructing any individual who Customer authorizes to use the Services (“**Licensed User**”) to keep their respective account names and passwords strictly confidential. Customer agrees to promptly notify NAVEX Global if account names or passwords are lost, stolen, or otherwise compromised. Customer will not (i) breach or attempt to breach the security of the Services or of any network, servers, data, computers, or other hardware relating to or used in connection with the SaaS Offering, or of any third party that is hosting or interfacing with any part of the SaaS Offering; or (ii) use or distribute through the SaaS Offering any software, files, or other tools or devices designed to interfere with or compromise the privacy, security, or use of the SaaS Offering or the operations or assets of any other customer of NAVEX Global or any third party. Customer will comply with the user authentication requirements for use of the SaaS Offering. Customer is solely responsible for monitoring the administration of access to and use of the SaaS Offering by its Licensed Users. Any failure by a Licensed User to comply with the Agreement shall be deemed to be a material breach by Customer, and NAVEX Global shall not be liable for any damages that Customer or any third party incurs resulting from such breach. Customer must immediately take all necessary steps, including providing Notice (as defined in Section 12.5) to NAVEX Global, to effect the termination of an access identification for any Licensed User if there is any compromise in the security of that access identification or if unauthorized use of such access identification is suspected or has occurred.

2.6. Support. During the applicable Services Term (as defined in Section 6.2), NAVEX Global will provide support for the SaaS Offering in accordance with the schedule detailed at: <http://www.navexglobal.com/CustomerSupportGuide>, subject to reasonable updates in NAVEX Global’s sole discretion (“**Support**”). However, NAVEX Global is not under any obligation to provide Support with respect to (i) SaaS Offering(s) that have been altered or modified by anyone other than NAVEX Global or its licensors; (ii) SaaS Offering(s) used other than in accordance with the Technical Documentation and the Agreement; (iii) discrepancies that do not significantly impair or affect the operation of the Services; or (iv) errors and/or malfunctions caused by any systems or programs not supplied by NAVEX Global.

2.7. Cooperation. Customer shall provide NAVEX Global with good faith cooperation as NAVEX Global may reasonably require from time to time in order to provide the Services, including, without limitation, providing security access, information, and software interfaces to Customer’s applications and personnel. Customer acknowledges and agrees that NAVEX Global’s performance is dependent upon Customer’s timely and effective satisfaction of its responsibilities hereunder and Customer’s timely decisions and approvals in connection with the Services.

3.0 Proprietary Rights.

3.1. Ownership. Each party shall retain all right, title, and interest in any copyrights, trademarks, patent rights, and other intellectual property or proprietary rights it has acquired or developed prior to or outside the scope of the Agreement. Customer shall retain all right, title, and interest, including copyrights, trademarks and patent rights, in any and all Customer content provided under the Agreement and any and all derivative works thereof (collectively, “**Customer Intellectual Property**”). Any data collected, received, or processed by NAVEX Global as required by the Services, including Personal Data (as defined in Section 4.1) but excluding Use Data (as defined in Section 3.4) (collectively, “**Customer Data**”), will remain the exclusive property of Customer. NAVEX Global shall own and retain all right, title, and interest, including copyrights, trademarks, and patent rights in any and all Services provided under the Agreement and any and all derivative works thereof (collectively, “**NAVEX Global Intellectual Property**”). Neither party will

acquire any right, title, or interest in the intellectual property rights of the other party by virtue of its performance under the Agreement. All rights not expressly granted are reserved exclusively by the respective owner; there are no implied rights.

3.2. License Rights.

(i) Customer grants NAVEX Global, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, create derivative works for the sole purpose of formatting, and otherwise use any Customer Intellectual Property for the sole and limited purpose of delivering the Services to Customer per the terms of this Agreement. NAVEX Global agrees that any use of any of Customer's trademarks or service marks will inure solely to the benefit of Customer and that NAVEX Global will not at any time acquire any rights in Customer's trademarks or service marks. NAVEX Global shall not take any action that jeopardizes any of Customer's rights in any Customer Intellectual Property. NAVEX Global may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any Customer materials.

(ii) NAVEX Global grants Customer, for the Term, a limited, non-exclusive, worldwide, non-transferable, royalty-free license to reproduce, transmit, perform, copy, display, distribute, and otherwise use any and all NAVEX Global Intellectual Property for the sole and limited purpose of furthering Customer's business operations that use NAVEX Global Intellectual Property per the terms of this Agreement. Customer agrees that any use of NAVEX Global's trademarks or service marks will inure solely to the benefit of NAVEX Global and that Customer will not at any time acquire any rights in NAVEX Global's trademarks or service marks. Customer shall not take any action that jeopardizes NAVEX Global's rights in any NAVEX Global Intellectual Property. Customer may not obscure, alter, add, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any NAVEX Global materials.

3.3. Restrictions. Customer shall not:

(i) sell, resell, distribute, host, lease, rent, license, or sublicense the Services or any portion thereof, including, without limitation, to provide processing services to third parties, or otherwise use the Services on a service bureau basis;

(ii) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Services or any portion thereof;

(iii) allow access to, provide, divulge, or make available the Services to anyone other than Licensed Users;

(iv) write or develop any derivative works based upon the Services;

(v) modify, adapt, tamper with, or otherwise make any changes to the Services or any part thereof;

(vi) create internet links to or from the Services;

(vii) frame or mirror any materials that NAVEX Global provides or posts in connection with the Services, including, without limitation, training courses, text, images, graphics, sound recordings, and videos and modifications, enhancements, or new versions thereof;

(viii) use the Services in a manner not authorized under the Technical Documentation or the Agreement, or in violation of Applicable Law; or

(ix) use the Services, or permit them to be used, for purposes of evaluation, benchmarking, or other comparative analysis intended for external publication without NAVEX Global's prior written consent, which may be withheld in NAVEX Global's sole discretion. Despite the foregoing section (ix), pursuant to Applicable Law, Customer may use NAVEX Global's name in internal or regulatory communications pertaining to Customer's agreement to use NAVEX Global's Services.

3.4. Data Aggregation, Statistical Information, and Use Data. Customer authorizes NAVEX Global, as part of the Services, to access and compile certain Customer Data (excluding Personal Data), for the purpose of analysis and reporting on the effectiveness and trends in corporate ethics and compliance programs. The Customer Data that NAVEX Global accesses and compiles shall be aggregated with other similar data across all NAVEX Global customers according to industry, company size, country, geographic region, or other relevant classification and shall not be used in any manner that would identify Customer. Customer understands that NAVEX Global employs certain third-party software within its Services to enable NAVEX Global to better understand Licensed User behavior and provide Licensed Users with improved functionality and other relevant enhancements to the software application(s). The data gathered from such use ("**Use Data**") may include information such as browser type, pages visited, features used, and operating system version, but shall not contain Personal Data.

3.5. Commercial Item. The SaaS Offering and any accompanying Technical Documentation and related software were developed by NAVEX Global and its suppliers at private expense and are deemed to be a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Use, duplication, and disclosure by civilian agencies of the U.S. Government will be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable.

4.0 Data Privacy.

4.1. Definition of Personal Data. "**Personal Data**" means any information relating to an identified or identifiable natural person. An "**Identifiable Natural Person**" is one who can be identified directly or indirectly, in particular by reference to one or more identifiers, such as a name, an identification number, location data, online identifier, or any other factor specific to the individual.

4.2. Processing of Personal Data. Customer acknowledges and agrees that NAVEX Global will collect, process, use, and/or store certain Personal Data in delivering the Services. NAVEX Global shall comply with the NAVEX Global Privacy Statement (available at: <http://www.navexglobal.com/privacy-statement>), as may be amended from time to time. NAVEX Global (i) has established and shall maintain appropriate technological security measures to protect against unauthorized access to any Personal Data that is stored within the Hosting Infrastructure; (ii) shall not utilize Personal Data for any purpose other than to provide Services; (iii) shall not disclose any Personal Data to any person not authorized by Customer, except as necessary to comply with Applicable Law; (iv) will act solely on the instructions of Customer in respect of all Personal Data, unless otherwise prohibited by Applicable Law; and (v) will promptly inform Customer of any confirmed Security Incident regarding disclosure of Personal Data, complaint concerning disclosure, or other unauthorized use of Personal Data. "**Security Incident**" means any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Customer Data, including Personal Data, by NAVEX Global or its Sub-processors of which NAVEX Global becomes aware. All NAVEX Global subcontractors with access to Personal Data ("**Sub-processors**") will be contractually required to comply with Applicable Law and, where applicable, Frameworks (as defined in Section 4.3), and will be bound to strict obligations of confidentiality, privacy, and security. Customer expressly consents to NAVEX Global

engaging Sub-processors as disclosed in an applicable Order Form. NAVEX Global shall be responsible for all acts and omissions by such Sub-Processors. Where Customer instructs NAVEX Global to engage with any third parties on behalf of Customer (for example, to implement an Integration), NAVEX Global shall have no liability or responsibility for the transfer of Personal Data to any such third party.

4.3. **Certification.** NAVEX Global is certified by the U.S. Department of Commerce under the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework (collectively, the “**Frameworks**”) so as to ensure that adequate safeguards are adduced with respect to the protection of privacy and fundamental rights and freedoms of individuals located in the European Economic Area and Switzerland for the transfer of any Personal Data by Customer or its Licensed Users to NAVEX Global. Accordingly, NAVEX Global agrees to process any such Personal Data in compliance with the Frameworks. The parties agree that they will work together in good faith to enter into any additional agreements that may be legally required by either party to ensure compliance with Applicable Law, particularly with regard to applicable data privacy laws.

5.0 Fees and Payment.

5.1. **Fees.** Fees are set forth in the applicable Order Form and are based on the applicable Subscription Metrics. All fees are in United States Dollars unless otherwise agreed in an applicable Order Form. Fees are not refundable or cancellable. NAVEX Global shall send all invoices and fee increase notices via email to the Customer email address indicated in the applicable Order Form, unless otherwise specified herein.

5.2. **Payment.** Unless otherwise specified in the applicable Order Form, all payment obligations start from the execution of the Order Form, with payment of all of the Order Form’s first-year fees due within thirty (30) calendar days following the invoice date. Except as otherwise expressly specified in the Order Form, Customer shall send such payment to the address included on the invoice, and such payments shall be made in United States Dollars. Interest accrues on past due balances until paid at the lesser of (i) one and one-half percent (1.5%) per month; and (ii) the highest rate allowed by law. Customer shall reimburse NAVEX Global for expenses incurred, including interest, court costs, and reasonable attorneys’ fees, in collecting amounts due to NAVEX Global hereunder that are not under good faith dispute by Customer.

5.3. **Taxes.** Unless otherwise specified in the applicable Order Form, all fees for the Services exclude any direct or indirect taxes, levies, duties, or similar governmental assessments, including without limitation, any sales, use, value-added, withholding, or similar taxes (“**Taxes**”). Customer is responsible for paying all Taxes associated with Customer’s purchases hereunder directly to the taxing authority. As an exception to the foregoing, if NAVEX Global has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer to NAVEX Global, unless Customer provides NAVEX Global with a valid tax exemption certificate authorized by the appropriate taxing authority. NAVEX Global is solely responsible for taxes based upon NAVEX Global’s net income, assets, payroll, property, and employees.

5.4. **Subscription Metrics.** Customer may increase its Subscription Metrics at any time during the Services Term at then-prevailing prices. Customer may decrease Subscription Metrics at any time, but NAVEX Global shall not issue any refunds or reduce fees payable through the end of the then-current Services Term. At all times during the Services Term, Customer shall be responsible for ensuring sufficient Subscription Metrics to accommodate one hundred percent (100%) of its usage of the Services. If Customer’s usage of the Services exceeds the current

Subscription Metrics, Customer must promptly purchase additional Subscription Metrics or NAVEX Global may charge then-prevailing prices for the level of usage above Customer's current Subscription Metrics.

6.0 Term and Termination.

6.1. MSA Term. This MSA shall remain in effect until terminated as set forth herein ("**Term**").

6.2. Services Term. The initial term for each Service purchased, and any renewal rights or extensions, will be as set forth in the applicable Order Form ("**Services Term**").

6.3. Suspension of Services for Non-Payment. If any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due, NAVEX Global will have the right, in addition to all other rights and remedies available to it, to suspend delivery of or access to the Services.

6.4. Disputed Fees. Customer shall set forth in writing and in reasonable detail any amount (s) disputed in good faith and the basis or reason for the dispute. Upon receipt of a Notice (as defined in Section 12.5) of dispute, the parties will make reasonable, diligent, good faith efforts to quickly resolve the dispute, and NAVEX Global shall provide such information as Customer reasonably requests in order to audit or confirm the charges. Neither party shall be required to pay or refund, as applicable, any amounts disputed in good faith until such dispute is fully resolved. Once the dispute is fully resolved, the agreed-upon amounts shall be paid or refunded, as applicable, within ten (10) calendar days following such resolution.

6.5. Termination. The Agreement may be terminated (i) by either party if the other party materially breaches the Agreement and does not cure the breach within thirty (30) calendar days after receiving Notice thereof from the non-breaching party; (ii) as set forth in Section 7.5 (Infringement Remedies); (iii) as set forth in Section 12.8 (Compliance with Law); (iv) if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors; (v) by either party at any time that no Order Form is outstanding; or (vi) by NAVEX Global upon the expiration of ten (10) calendar days' Notice if any fees which are not disputed by Customer in good faith are more than thirty (30) calendar days past due.

6.6. Partial Termination. Where a party has rights to terminate the Agreement pursuant to Section 6.5 (Termination), the non-breaching party may, at its discretion, either terminate the entire Agreement or the applicable Order Form. Order Forms that are not terminated shall continue in full force and effect under the terms of this MSA.

6.7. Effects of Termination or Partial Termination. Upon any termination, without prejudice to any other rights or remedies that the parties may have, all rights licensed and obligations required hereunder shall immediately cease, except as otherwise provided. Each party may retain, subject to this MSA, copies of Confidential Information required for internal record keeping purposes and for compliance with Applicable Law. Unless otherwise documented by the parties, all Customer Data within the Hosting Infrastructure shall be deleted within forty-five (45) days of expiration or termination of this MSA or Order Form, as applicable. Customer Data stored in backups shall be overwritten in accordance with NAVEX Global's backup and retention cycle. If NAVEX Global terminates the Agreement or an Order Form per Section 6.5(vi), Customer agrees that it shall remain responsible for all outstanding fees payable to NAVEX Global for the Services Term and

NAVEX Global may declare all such fees immediately due and payable. Customer acknowledges that such amounts are liquidated damages reflecting a reasonable measure of actual damages and not a penalty.

7.0 Warranties and Disclaimers.

7.1. NAVEX Global Services Warranty. NAVEX Global warrants that:

- (i) the SaaS Offering, as updated in accordance with Section 2.3 and when used in accordance with the current Technical Documentation, will perform in all material respects, as specified in such Technical Documentation, during the applicable Services Term;
- (ii) all Services will be performed in a professional manner, in accordance with industry standards; and
- (iii) NAVEX Global will not design its systems to include any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” “virus,” “preventative routines,” or other similar computer software routines.

7.2. Breach of Services Warranty Remedies. In the event of any breach of Section 7.1(i), NAVEX Global shall diligently endeavor to remedy any material failures of a Service to conform to its functional specifications, as described in the Technical Documentation, that Customer reports to NAVEX Global and that NAVEX Global is able to replicate during the applicable Services Term (“**Errors**”). The foregoing shall be Customer’s sole remedy, and shall be NAVEX Global’s sole liability, for any uncured breach of Section 7.1(i). NAVEX Global shall not be obligated to correct Errors resulting from any (i) components or content that NAVEX Global does not provide, or from any Integration; (ii) unauthorized use or use of the Services other than in accordance with the Technical Documentation and the Agreement; or (iii) viruses, malicious software, or other disruptive programs or applications that Customer, its agents, or its Licensed Users introduce into the Services or which are introduced into the Services as a result of Customer’s use of the Services.

7.3. Customer Warranties. Customer represents and warrants that:

- (i) Customer and Licensed Users are authorized to provide all Customer Data and any other data and information submitted to the Services and that all Integrations requested by Customer are authorized;
- (ii) Customer’s and Licensed Users’ use of the Services and provision of Customer Data will comply with Applicable Law;
- (iii) NAVEX Global’s use of Customer Data in providing the Services will not infringe the intellectual property or other proprietary rights of any third party;
- (iv) Customer will be responsible for promptly obtaining and providing to NAVEX Global all consents required for Customer to use the Services; and
- (v) Customer will not modify or create derivative works based on the SaaS Offering or any other Services, or attempt to decode, decipher, decompile, disassemble, or reverse engineer the SaaS Offering or any other Services or deliverables.

7.4. Mutual Warranties. Each party represents and warrants that:

- (i) the execution, delivery, and performance of this MSA has been and shall be duly authorized by the executing party;

- (ii) the executing party's performance of its obligations will not conflict with, result in a breach of, or constitute a default under any other agreement to which that party is bound; and
- (iii) the executing party is in material compliance with all Applicable Laws with regard to its obligations under the Agreement.

7.5. Infringement Remedies. If the SaaS Offering infringes, or if NAVEX Global believes that the SaaS Offering infringes, on the intellectual property or other proprietary rights of any third party, NAVEX Global may, in its sole discretion, (i) modify the SaaS Offering to be non-infringing, (ii) obtain for Customer a license to continue using the affected SaaS Offering, or (iii) if neither (i) nor (ii) are practical in NAVEX Global's sole judgment, terminate the affected SaaS Offering and return to Customer the unused portion of any fees paid for the affected SaaS Offering. Subject to the parties also meeting their express indemnification obligations under this MSA, NAVEX Global's satisfactory performance of any one or all of the remedies set forth in the preceding sentence shall be Customer's sole and exclusive remedy for NAVEX Global's breach of the infringement warranty or for any damages incurred from early termination of the applicable Order Form due to a third-party infringement claim.

7.6. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN AND THOSE EXPRESSLY SET FORTH IN AN ORDER FORM, ALL SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND NAVEX GLOBAL DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICES, DELIVERABLES, MARKS, OR NAVEX GLOBAL'S PERFORMANCE UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NAVEX GLOBAL EXPRESSLY DOES NOT WARRANT THAT THE SERVICES MEET THE SPECIFIC REQUIREMENTS OF ANY FEDERAL, PROVINCIAL, STATE, OR LOCAL LAWS, REGULATIONS, OR GUIDELINES.

7.7. Additional Disclaimers and Agreements.

(i) **LEGAL SERVICES.** NAVEX GLOBAL is not engaged in the practice of law. In the provision of Services, certain issues may arise that are quasi-legal in nature. Any statements or assistance NAVEX GLOBAL PROVIDES in these matters should be interpreted as opinions or advice concerning business issues to be considered in connection with the Services. Customer represents and warrants it is not relying upon NAVEX GLOBAL to provide legal services.

(ii) **USE.** Customer agrees and acknowledges that it is fully responsible for its use of the Services. NAVEX GLOBAL expressly disclaims any liability as a result of Customer's use of the Services or Customer's actions or inactions with respect to any information derived therefrom, except where such liability first arose as a direct result of NAVEX GLOBAL's (a) material breach of this MSA, or (b) grossly negligent act or omission in delivering the Services. NAVEX GLOBAL WILL NOT BE RESPONSIBLE FOR PAYMENT OF ANY FINES ASSESSED AGAINST CUSTOMER OR ITS LICENSED USERS BY ANY REGULATORY AUTHORITY FOR CUSTOMER'S FAILURE TO COMPLY WITH STATUTORY OR REGULATORY REQUIREMENTS OF ANY KIND.

8.0 Indemnification.

8.1. By NAVEX Global. NAVEX Global will indemnify and defend Customer and its officers, directors, employees, and agents against any costs and expenses (including reasonable attorneys' fees and disbursements), liability, and costs from suits, actions, or proceedings

threatened, made, or brought by any third party in connection with any and all allegations, claims, or demands (“Losses”) to the extent such Losses relate to or arise from (i) NAVEX Global’s violation of Applicable Law; or (ii) a claim that the SaaS Offering infringes or misappropriates any third-party intellectual property rights. NAVEX Global’s obligations in this Section 8.1 do not apply (A) to the extent that the allegedly infringing SaaS Offering, portions or components thereof, or modifications thereto result from any change made by Customer or any third party for Customer; (B) if the infringement claim could have been avoided by using an unaltered current version of a SaaS Offering that NAVEX Global provided; (C) to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NAVEX Global, or any material from a third-party portal or other external source that is accessible to Customer within or from the SaaS Offering (e.g., a third-party web page accessed via a hyperlink) or a third-party product; (D) to the extent that an infringement claim is based upon the combination of any material with any products or services not provided by NAVEX Global; or (E) to the extent that an infringement claim is caused by Customer providing to NAVEX Global materials, designs, know-how, software, or other intellectual property with instructions to NAVEX Global to use the same in connection with the SaaS Offering.

8.2. By Customer. Customer will indemnify and defend NAVEX Global and its officers, directors, employees, and agents against any and all Losses to the extent such Losses relate to or arise from:

- (i) a claim that any Customer Intellectual Property infringes or misappropriates any third-party intellectual property rights;
- (ii) from all Taxes for which Customer is liable;
- (iii) Customer’s and Customer’s Affiliates’ use of the Services, provided that such use is the sole and proximate cause of the request for indemnification under this subsection; or
- (iv) Customer’s violation of Applicable Law.

8.3. Mutual Obligations. The party from whom indemnification is being sought pursuant to this Section 8.3 (“**Indemnifying Party**”) shall indemnify the party seeking indemnification from the Indemnifying Party (“**Indemnified Party**”) only on the following conditions: (i) the Indemnified Party has a valid claim for indemnification pursuant to Section 8.0; (ii) the Indemnified Party promptly provides the Indemnifying Party with Notice of any Losses; and (iii) the Indemnified Party promptly tenders control of the defense and settlement of any such Losses to the Indemnifying Party (at the Indemnifying Party’s expense and with the Indemnifying Party’s choice of counsel); with the exception that failure to give such Notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party shall cooperate fully with the Indemnifying Party at the Indemnifying Party’s request and expense in defending or settling such claim, including, without limitation, providing any information or materials necessary for the Indemnifying Party to perform the foregoing. The Indemnifying Party will not enter into any settlement or compromise of any such claim without the Indemnified Party’s prior written consent if the settlement would require admission of fault or payment by the Indemnified Party.

9.0 Confidential Information.

9.1. Definition of Confidential Information. “**Confidential Information**” means any information disclosed at any time by either party, its Affiliates, directors, officers, employees, and agents (collectively, “**Representatives**”), to the other party or its Representatives in anticipation of or during the parties’ relationship, either directly or indirectly, in writing, orally, or by inspection of

tangible objects that pertain to such party's business, including, without limitation, information concerning technology, marketing, planned functionality, market strategies, finances, employees, planning, product roadmaps, service or product purchases, performance agreements and documentation, performance results, pricing, and other confidential or proprietary information, including information a reasonable person would understand to be confidential or proprietary. Confidential Information of either party will not, however, include any information that:

- (i) was publicly known and that the disclosing party made generally available in the public domain prior to the time of disclosure;
- (ii) becomes publicly known and that the disclosing party made generally available after disclosure to the receiving party through no action or inaction of the receiving party;
- (iii) is already in the possession of the receiving party without a breach of any third party's obligations of confidentiality at the time of disclosure by the disclosing party, the burden of proof of prior possession being on the party asserting such prior possession;
- (iv) the receiving party obtains from a third party without a breach of such third party's confidentiality obligations; or
- (v) the receiving party independently develops without use of or reference to the disclosing party's Confidential Information, the burden of proof of independent development being on the party asserting such independent development.

9.2. Disclosure of Confidential Information. Each party shall (i) hold all Confidential Information of the other party in confidence and use it only as permitted in connection with the Services provided under the Agreement; (ii) use the same care to prevent unauthorized disclosure of the disclosing party's Confidential Information as the receiving party uses with respect to its own Confidential Information of a similar nature, which shall not, in any case, be less than the care a reasonable business person would use under similar circumstances; (iii) disclose only the Confidential Information required to comply with a court order or Applicable Law in conjunction with fulfilling obligations under Section 9.4; and (iv) only disclose the Confidential Information to its Representatives who have a need to know such information in order to perform their job, have been informed of its confidential nature, and have agreed to and are bound by no less restrictive confidentiality obligations than those in this MSA. Each party shall be liable for their respective Representative's breach of this MSA. Confidential Information shall not be disclosed to third parties without the other party's prior written consent unless required by Applicable Law.

9.3. Injunctive Relief. Each party acknowledges that a party's actual or threatened breach of its confidentiality obligations under Section 9.0 would likely cause irreparable harm to the non-breaching party that could not be fully remedied by monetary damages. Each party, therefore, agrees that the non-breaching party may seek such injunctive relief or other equitable relief as may be necessary or appropriate to prevent such actual or threatened breach without the necessity of proving actual damages. Each party waives the requirement to post a bond in the event of such actual or threatened breach.

9.4. Legal Process. If either party receives notice of a subpoena, request for production of documents, court order, or requirement of a governmental agency to disclose any information or respond to an official inquiry ("**Legal Process**"), the recipient thereof shall, if permitted by law, give prompt Notice to the other party so the other party may move for a protective order or other relief. If either party is required to respond to or support such Legal Process involving the other party (but not where the parties are adverse to one another), the responding party shall be entitled to recover from the other party all reasonable costs, fees, and expenses that the responding party incurs,

including reasonable fees for time expended by internal resources and reasonable attorneys' fees. Each party agrees to cooperate fully with the other party to respond to any notice or inquiry from a third party related to the Agreement.

10.0 Liability Exclusions and Limitations.

10.1. Liability Limitations. THE FOLLOWING LIMITATIONS SHALL NOT APPLY TO (i) BREACHES OF CONFIDENTIALITY OBLIGATIONS; (ii) VIOLATIONS OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; (iii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS; OR (iv) PAYMENT OF FEES:

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER UNDER THEORY OF CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS, OR LOST DATA), WHETHER FORESEEABLE OR NOT, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE AGGREGATE CONTRACT VALUE FOR THE ONE- (1) YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

10.2. Time Limit for Bringing Action. No claim or action, regardless of form, arising out of the Agreement, other than a claim or action relating to a breach of confidentiality or infringement, may be brought by either party more than two (2) years after the cause of action has arisen.

11.0 Governing Law. Any dispute between the parties related to the Agreement will be governed by the substantive and procedural rules of Delaware, without regard to conflict of law principles. The parties agree to submit to the exclusive jurisdiction of and venue in the state and federal courts of Multnomah County, Oregon, and each party waives any claims it may have for forum non conveniens. The parties agree that the Uniform Computer Information Transactions Act shall not apply to the Agreement.

12.0 General Provisions.

12.1. Publicity. With prior written approval (which may occur via email), NAVEX Global may use Customer's name and trademarks (including use of logos) (i) in NAVEX Global's customer lists for marketing or promotional purposes; (ii) in press releases and other communications pertaining to Customer's agreement to use NAVEX Global's services; and (iii) on NAVEX Global's website and other sales and marketing media, including collateral, emails, tradeshow displays, and signs.

12.2. Insurance. NAVEX Global shall, at its own cost and expense, acquire and continuously maintain the insurance coverages detailed at the following website during the Term:
<http://www.navexglobal.com/Insurance>.

12.3. Third-Party Beneficiaries. Unless otherwise prohibited by Applicable Law, nothing in the Agreement shall be construed to give any person or entity other than the parties hereto any legal or equitable claim, right, or remedy; rather, the Agreement is intended to be for the sole and exclusive benefit of the parties.

12.4. Assignment. The terms of the Agreement shall be binding on the parties and their respective successors. Neither party may assign, transfer, or delegate its rights or obligations under the Agreement (in whole or in part) without the other party's prior written consent, except (i) to an Affiliate; or (ii) pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer, or delegation in violation of the foregoing shall be null and void.

12.5. Notice, Generally. "Notice" means written notification to a party that shall be sent via email only, unless otherwise indicated herein. Any Notice to NAVEX Global shall be sent to: legalnotice@navexglobal.com.

12.6. Consents and Approvals. Unless the parties have agreed otherwise herein, all consents and approvals required under the Agreement must be delivered in writing by courier or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth on the most recent Order Form. Such consent or approval shall be deemed delivered when received. Customer shall send a copy of such consent or approval to legalnotice@navexglobal.com on the same date the consent or approval is sent.

12.7. No Agency. The Agreement shall not be construed to create a joint venture or partnership between the parties. Neither party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, nor shall either party have any right, power, or authority to create any obligation or responsibility on behalf of the other.

12.8. Compliance with Law.

(i) Each party shall be responsible for compliance with Applicable Law related to the performance of its obligations under the Agreement.

(ii) NAVEX Global's Services are subject to U.S. sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("**Restricted Party**") or in U.S.-sanctioned countries (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Customer represents and warrants that neither Customer, its Representatives, nor, to Customer's knowledge, its Affiliate's Representatives are currently the subject of any investigation by the Office of Foreign Assets Control (OFAC), Department of the Treasury, or any other Governmental Authority pursuant to any laws that OFAC or any other Governmental Authority administers ("**Sanctions Investigation**"). Customer shall promptly notify NAVEX Global if it or any of its Representatives or its Affiliates' Representatives become the subject of any Sanctions Investigation. Customer agrees not to transfer or provide access to the Services (a) to any Restricted Party; or (b) in or for the benefit of individuals or entities from such U.S.-sanctioned countries. Further, Customer agrees not to use the Services for the benefit of a Restricted Party or individuals or entities from such U.S.-sanctioned countries. Customer represents and warrants that it is not directly or indirectly owned by, controlled by, owning, controlling, or named as a Restricted Party. NAVEX Global and its Affiliates may not do business with a Restricted Party under U.S. law (the most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>).

(iii) Customer represents and warrants that its use of NAVEX Global's Services will in all respects comply with current U.S. export controls regulations and requirements, including, without limitation, those promulgated by U.S. Departments of State, Commerce, Homeland Security, Treasury, and Defense. Any breach of this Section 12.8 is a material breach of the Agreement for which no cure period shall apply.

12.9. Force Majeure. Except for payment of fees, neither party shall be liable for failure to perform, or the delay in performance of, any of its obligations under the Agreement if and to the extent that such failure or delay is caused by events beyond its reasonable control, including, without limitation, acts of the public enemy or a governmental body in its sovereign or contractual capacity, war, fire, flood, unusually severe weather, outside electrical failure, the limitations or failures of third-party internet service providers and/or telecommunication providers, the performance or failures of internet service providers, or acts of terrorism, including cyberattacks on NAVEX Global's computer systems or those of third parties, including, without limitation, internet service providers and telecommunication providers. If so affected, the affected party shall use commercially reasonable efforts to avoid or remove such causes of non-performance or delay and shall continue performance hereunder with reasonable dispatch whenever such causes are removed or otherwise resolved.

12.10. Waiver. No waiver or delay in enforcement of any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and a waiver shall not be effective unless made in writing and signed by an authorized representative of the waiving party.

12.11. Survival. The terms and conditions of the Agreement that by their nature require performance by either party after the termination of this MSA, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, governing law, fees owed prior to the date of termination, and any other provision or partial provision that by its nature would reasonably extend beyond the termination of this MSA shall be and remain enforceable after such termination of this MSA for any reason whatsoever.

12.12. Severability. If any provision of the Agreement conflicts with governing law or if any provision is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law; and (ii) the remaining terms, provisions, covenants, and restrictions of this MSA shall remain in full force and effect.

12.13. Audit. During NAVEX Global's regular business hours, but not more frequently than once a year, Customer may, at its sole expense, perform a confidential audit of NAVEX Global's compliance with Section 4.0 of this MSA as it pertains to the SaaS Offering provided under the Agreement. Any onsite audit shall be conducted on a mutually agreed date, which shall not be sooner than thirty (30) calendar days after NAVEX Global's receipt of Customer's written request for such audit. Such audits shall be limited to security systems as they pertain to the SaaS Offering, and the onsite portion of the audit shall not exceed a cumulative four (4) hours at NAVEX Global's facilities. If the audit exceeds such four- (4) hour period, Customer shall be responsible for payment of professional services fees to NAVEX Global at the current hourly rate for professional services. If the audit is to be performed by a third party on Customer's behalf, such third party shall (i) not be a direct or indirect competitor of NAVEX Global, and (ii) execute prior to commencement of the audit a confidentiality and non-disclosure agreement, as presented by and for the benefit of NAVEX Global. Upon completion of the audit, Customer shall promptly provide NAVEX Global a summary of the findings from each report prepared in connection with any such audit and discuss results, including any remediation plans. If audit results find NAVEX Global is not in substantial compliance with the requirements of Section 4.0 of this MSA, then Customer shall be entitled, at NAVEX Global's expense, to perform up to one (1) additional such audit in that year in accordance with the procedure set forth in this Section. NAVEX Global agrees to work with Customer to identify reasonable remediation actions and to promptly take action at NAVEX Global's expense to correct those matters.

12.14. Entire Agreement. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements, proposals, responses to requests for proposals, representations, and warranties, written or oral, concerning the subject matter of the Agreement, including any prior non-disclosure or confidentiality agreement(s), which shall be replaced by those terms and conditions set forth in Section 9.0 unless otherwise expressly agreed to in writing by the parties. The Agreement may be modified or amended only in writing signed by a duly authorized representative of each party; any other act, usage, or custom shall not be deemed to amend or modify the Agreement. It is expressly agreed that the terms of the Agreement shall supersede the terms in any Customer purchase order, and the terms included in any such purchase order or other Customer policy shall not (i) apply to the Services ordered; or (ii) in any way modify, revise, supplement, or otherwise affect the terms and conditions of the Agreement. If Customer requires processing of payments through a third-party payment vendor, it is understood and agreed that use of such third-party payment vendor is solely for the convenience of Customer and documentation associated with payment submission shall not in any way modify, add to, or delete any of the terms and conditions of the Agreement. Any costs associated with the use of such third-party payment vendor shall be borne exclusively by Customer.

12.15. Section Headings. The Section headings are for reference purposes only and shall not in any way affect the meaning or interpretation of this MSA.

12.16. Counterparts. The parties may execute this MSA and any Order Form in counterparts. An exchange of scanned and emailed executed copies or electronic signatures is acceptable. In the event of such an exchange, this MSA and any Order Form shall become binding, and any scanned and emailed signed copies or electronic signatures shall constitute admissible evidence of the existence of this MSA or Order Form.

12.17. Updates. NAVEX Global may from time to time make updates to the terms incorporated into and contained in this MSA; provided, however, any existing MSA shall remain subject to the terms that have been incorporated into or contained in this MSA as of the Effective Date of this MSA until the expiration of the Term.

NAVEX GLOBAL MASTER SERVICES AGREEMENT V.56

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00175

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

CANCELLATION OF APRIL 9, 2020 CITY COUNCIL MEETING

RECOMMENDATION:

That City Council cancel the April 9th City Council meeting due to the impacts of the Covid-19 Virus and CDC recommendations, and that City Council hold only one (1) meeting in April, on April 23, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 1.01 of the City Council Rules and Procedures, which states in part, "...No scheduled meeting shall be rescheduled without a majority vote of council, except in cases of emergency or extreme hardship."

Given the impacts of the Covid-19 Virus and CDC recommendations, this item seeks to have City Council cancel one of the meetings in April (the 9th) and hold just one meeting on April 23, 2020.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 20-00176

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

COMMUNITY MARITIME PARK ADDENDUM TO OPTION AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to execute an Addendum to the Option Agreement between the City of Pensacola and Studer Properties, LLP extending the Option Term twelve (12) months to March 31, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council policy for disposition of properties by sale or lease allow for a Direct Negotiation Option. On October 11, 2018, City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP for an 18 month period on the 7 vacant CMP parcels. In consideration the City received a \$271,659 non-refundable Option Payment which is 20% of the post development base rent and consistent with the City listing for the CMP parcels per NAIA Pensacola listing August 10, 2018.

The current option agreement expires March 31, 2020 and the addendum will extend the agreement another 12 months through March 31, 2021. In consideration for the addendum, the City will receive a \$90,553.20 Addendum Option Payment payable in installments of \$7,546.10 per month

PRIOR ACTION:

August 21, 2010 - Policy for Disposition of City Owned Real Property.

February 9, 2017 - Amendment to City Policy for Disposition of City Owned Real Property.

October 11, 2018 - City Council authorized the Mayor to execute an option agreement with Studer Properties, LLP through the Direct Negotiation Option for lots 3, 4, 5, 6, 7, 8 and 9 of the Community Maritime Park (CMP)

FUNDING:

N/A

FINANCIAL IMPACT:

The City will receive \$90,000 as a non-refundable 12 Month Option Payment in monthly installments of \$7,500 over a 12-month period.

CITY ATTORNEY REVIEW: Yes

3/17/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Addendum to Option Agreement

PRESENTATION: No

**ADDENDUM TO OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND
STUDER PROPERTIES, LLP, DATED OCTOBER 1, 2018**

This Addendum dated April 1, 2020, (“**Addendum Effective Date**”) revises the Option Agreement between the City of Pensacola, a Florida municipal corporation (“**Optionor**”), and Studer Properties, LLP, a Florida limited liability partnership (“**Optionee**”), dated October 1, 2018 (the “**Agreement**”). Optionor and Optionee, their successors, and their assigns, are each a “**Party**” and collectively referred to herein as the “**Parties**”.

WHEREAS, the Agreement provides for the Parties to extend the Option Term of the Agreement; and

WHEREAS, the Parties desire to extend the Option Term; and

WHEREAS, the Parties agree to an amount for consideration for the extension of the Option Term;

NOW, THEREFORE, the Parties acknowledge and agree to this Addendum as follows:

1. The “**Option Term**” as described in Section 2 of the Agreement is hereby extended for 12 months so that it automatically expires at midnight on March 31, 2021 (the “**Option Termination Date**”) unless duly extended, exercised, or sooner terminated as provided in the Agreement. The 12-month extension shall be referred to as the “**Addendum Extension Term**”.

2. Section 3.a. of the Agreement is revised as follows:

- a. Option Payment. The 12-month extension of the Option is granted in consideration of Optionee’s payment to Optionor of the amount of NINETY THOUSAND FIVE HUNDRED FIFTY-THREE AND 20/100 DOLLARS (\$90,553.20) (“**Addendum Option Payment**”) payable in installments of \$7,546.10 per month by Optionee’s certified check or official bank check. Each Parcel has a defined dollar amount in the same proportionate percentage described in the Agreement representing a proportionate percentage of the Addendum Option Payment. If Optionee exercises the Option during the Option Term, and the Parties enter into a definitive ground sublease(s) for one or more Parcels, the Option Payments paid under the Option Term, and the Addendum Option Payment paid to date during the Addendum Extension Term for the Parcel(s) identified in an Exercise Notice (as that term is defined in the Agreement) will be credited towards the Optionee’s base rent under such corresponding ground sublease(s). For purposes of this

Addendum, Exhibit B to the Agreement is modified as indicated on the attached Exhibit B.

3. The Parties agree that, because the Option has not been exercised during the initial 18 months of the Option Term, on April 1, 2020, the City is entitled to the Option Payment of \$271,659.60, except that such Option Payment, together with the Addendum Option Payment, will be applied as a credit against base rent as set forth in Section 3(a) of the Agreement and supplemented hereby.

4. Except as hereby modified, no other terms or conditions of the Agreement are changed. Except as otherwise defined, terms defined in the Agreement have the same definition in this Addendum.

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IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the Addendum Effective Date.

OPTIONOR:

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

(CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Susan A. Woolf, City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced valid identification.

NOTARY PUBLIC

(SEAL)

OPTIONEE:

STUDER PROPERTIES, LLP

Print: _____

By: _____

Print name: _____

Print: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____ of STUDER PROPERTIES, LLP, a Florida limited liability partnership, who () is personally known to me or () has produced valid identification.

NOTARY PUBLIC

(SEAL)

EXHIBIT "B"
to
ADDENDUM TO OPTION AGREEMENT
BETWEEN
CITY OF PENSACOLA AND STUDER PROPERTIES LLP, AND/OR ASSIGNS

Option Payment

Maritime Park Parcels
(Rent Calculations per NAI Pensacola listing 08/10/2018)

Lot	Monthly Rent "Base Rent"	10% of Monthly Rent. Optionee's monthly installment of Option Payment	12 months (Option Payment)
3	\$2,066.00	\$206.60	\$2,479.20
4	\$21,048.00	\$2,104.80	\$25,257.60
5	\$13,769.00	\$1,376.90	\$16,522.80
6	\$6,632.00	\$663.20	\$7,958.40
7	\$13,269.00	\$1,326.90	\$15,922.80
8	\$15,563.00	\$1,556.30	\$18,675.60
9	\$3,114.00	\$311.40	\$3,736.80
TOTAL	\$75,461.00	\$7,546.10	\$90,553.20



Memorandum

File #: 20-00119

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to accept and execute the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement when finalized in the amount of \$4,875,000 related to the Pensacola International Airport Maintenance, Repair and Overhaul (MRO) Aviation Campus expansion project. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. This 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer-term strategy to grow the MRO capacity, sometimes referred to as "Project Titan." A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron, and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a

combination of VT MAE investment, state and federal grants, and local funds.

As part of the funding strategy for Project Titan, the City submitted a proposal to the Florida Job Growth Grant Fund, administered by the Department of Economic Opportunity. In response to the grant proposal, the State of Florida Department of Economic Opportunity has offered a Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 to assist in the construction of the MRO aviation campus. City staff and DEO staff are presently finalizing the grant agreement.

PRIOR ACTION:

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

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September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to

MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79 -07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

FUNDING:

Budget:	\$ 35,000,000	ST Aerospace Engineering
	3,000,000	State Legislature
	14,000,000	Governor's Job Growth
	45,000,000	FDOT Grant
	15,000,000	Escambia County
	15,000,000	City Local Option Sales Tax Series IV
	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	<u>4,875,000</u>	DEO Grant Under Consideration
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000 Estimated

FINANCIAL IMPACT:

The funds for the project have been appropriated on Supplemental Budget Resolution No. 2019-13.

CITY ATTORNEY REVIEW: Yes

3/6/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration and Enterprise
Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Grant Resolution

PRESENTATION: No

RESOLUTION
NO. 2020-07

A RESOLUTION
TO BE ENTITLED

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pensacola uses the Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the State of Florida Department of Economic Opportunity has approved the project and offered a Grant Agreement in the amount of \$4,875,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall enter into the Grant Agreement for the purpose of obtaining State aid for the Airport's MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the 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 #: 2020-07

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2020-07 - STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY GRANT AGREEMENT

RECOMMENDATION:

That City Council adopt Resolution No. 2020-07.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

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approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

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FUNDING:

Budget:	\$ 35,000,000	ST Aerospace Engineering
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	15,000,000	Escambia County
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	12,250,000	Federal - U.S. Economic Development Administration
	66,000,000	Triumph Gulf Coast
	4,875,000	DEO Grant Under Consideration
	<u>\$ 210,125,000</u>	

Actual: \$ 210,125,000

FINANCIAL IMPACT:

The funds for the project have been appropriated on Supplemental Budget Resolution No. 2019-13.

CITY ATTORNEY REVIEW: Yes

3/6/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Richard Barker, Jr. Deputy City Administrator - Administration and Enterprise

Daniel Flynn, Airport Director

ATTACHMENTS:

- 1) Resolution No. 2020-07

PRESENTATION: No

RESOLUTION
NO. 2020-07

A RESOLUTION
TO BE ENTITLED

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE A FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT, IN THE AMOUNT OF \$4,875,000 WITH THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE PENSACOLA INTERNATIONAL AIRPORT MAINTENANCE, REPAIR AND OVERHAUL (MRO) AVIATION CAMPUS EXPANSION PROJECT; PROVIDING AN EFFECTIVE DATE

WHEREAS, The City of Pensacola uses the Airport Management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, the State of Florida Department of Economic Opportunity has approved the project and offered a Grant Agreement in the amount of \$4,875,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

SECTION 1. That the City of Pensacola shall enter into the Grant Agreement for the purpose of obtaining State aid for the Airport's MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This Resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the 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 #: 16-20

City Council

3/26/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 16-20 - VACATION OF RIGHT OF WAY - 400 BLOCK CEVALLOS STREET

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 16-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola received a request from Brian Spencer, SMP Architecture, for approval of a vacation of right-of-way adjacent to property located in the 400 Block of Cevallos Street. The purpose of the vacation is to restore the alignment of the property boundary with the existing sidewalk along Cevallos Street.

On February 11, 2020, the Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

March 12, 2020 - City Council voted to approve Proposed Ordinance No. 16-20 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/21/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 16-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes February 11, 2020 Draft

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-20

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING
A PORTION OF THE 400 BLOCK OF CEVALLOS
STREET; IN PENSACOLA, ESCAMBIA COUNTY, STATE
OF FLORIDA; PROVIDING FOR SEVERABILITY;
REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, a public hearing was held on March 12, 2020,
as to the vacation of a portion of the 400 Block of Cevallos
Street right-of-way; Pensacola, Escambia County, Florida; and

WHEREAS, the vacation of said right-of-way,
hereinafter described, will contribute to the general welfare of
the City of Pensacola in that said right-of-way is no longer
needed as a public thoroughfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described right-of-way
in Pensacola, Escambia County, Florida is hereby closed,
discontinued, vacated and forever abandoned by the City of
Pensacola as a public thoroughfare:

COMMENCING AT THE NORTHEAST CORNER OF LOT 39, BLOCK 8, OLD CITY,
CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON
THE WESTERLY RIGHT-OF-WAY (R/W) LINE OF CEVALLOS STREET (56'
PUBLIC R/W); THENCE PROCEED SOUTH 11°11'47" EAST ALONG SAID
WESTERLY R/W LINE FOR A DISTANCE OF 12.95 FEET TO THE POINT OF
BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 11°11'47"
EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 29.57 FEET
TO A POINT OF NON-TANGENT CURVATURE OF A CIRCULAR CURVE CONCAVE
TO THE NORTHWEST HAVING A RADIUS OF 174.93 FEET; THENCE PROCEED
SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC
DISTANCE OF 134.90 FEET (CHORD = 131.58 FEET, CHORD BEARING =
SOUTH 26°33'25" WEST, DELTA = 44°11'04") TO THE POINT OF
INTERSECTION OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE
NORTHWEST HAVING A RADIUS OF 155.00 FEET, SAID POINT BEING ON
THE NORTHEASTERLY R/W LINE OF THAT PORTION OF FLORIDA DEPARTMENT

OF TRANSPORTATION (FDOT) R/W SHOWN ON FDOT MAP SECTION 48006-2503 DATED 3-12-76; THENCE PROCEED NORTHEASTERLY ALONG SAID R/W LINE FOR AN ARC DISTANCE OF 161.06 FEET (CHORD = 153.92 FEET, CHORD BEARING = NORTH 18°34'16" EAST, DELTA = 59°32'16"); THENCE DEPARTING SAID CURVED R/W LINE, PROCEED NORTH 78°48'10" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 4.15 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 475 SQUARE FEET MORE OR LESS.

SECTION 2. That the owners of the abutting property be, and they are hereby, authorized to acquire possession of the right-of-way more particularly described in Section 1 of this ordinance, and the City of Pensacola does hereby abandon all claim of right, if any it has, in said property, and it shall remain and be the property of the abutting property owners.

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself and existing utility providers, their successors and assigns, a full width easement in the entire portion of the right-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

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 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00
Rehearing/Rescheduling Planning Board: \$250.00
Rehearing/Rescheduling City Council: \$500.00

Applicant Information:

Name: BRIAN SPENCER / SHIP ARCHITECTURE

Address: 40 S. PALAFOX

Phone: 850-712-2617 Fax: N/A

Email: brian@ship-arch.com

Property Information:

Owner Name: ERIC & PEG NICKELSEN

Location/Address: 400 BLOCK / CEVALLOS ST.

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of vacation of city right of way/comments:

CREATE CONSISTENT RELATIONSHIP/CONDITION W/ ABUTTING PROPERTY (NORTHERN NEIGHBORING PROPERTY) AND TO RESTORE ALIGNMENT W/ EXISTING CURVE SIDEWALK ~~BE~~ ALONG RADIUS/CURVE STREET CONDITION.

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this vacation request and that no refund of these fees will be made. I have reviewed a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meeting.

Signature of Applicant: [Handwritten Signature]
(Owner of Property or Official Representative of Owner)

Date: 1/21/20

FOR OFFICE USE ONLY

District: _____

Date Received: _____

Case Number: _____

Date Postcards mailed: _____

Planning Board Date: _____

Recommendation: _____

Council Date: _____

Council Action: _____



REBOL-BATTLE & ASSOCIATES

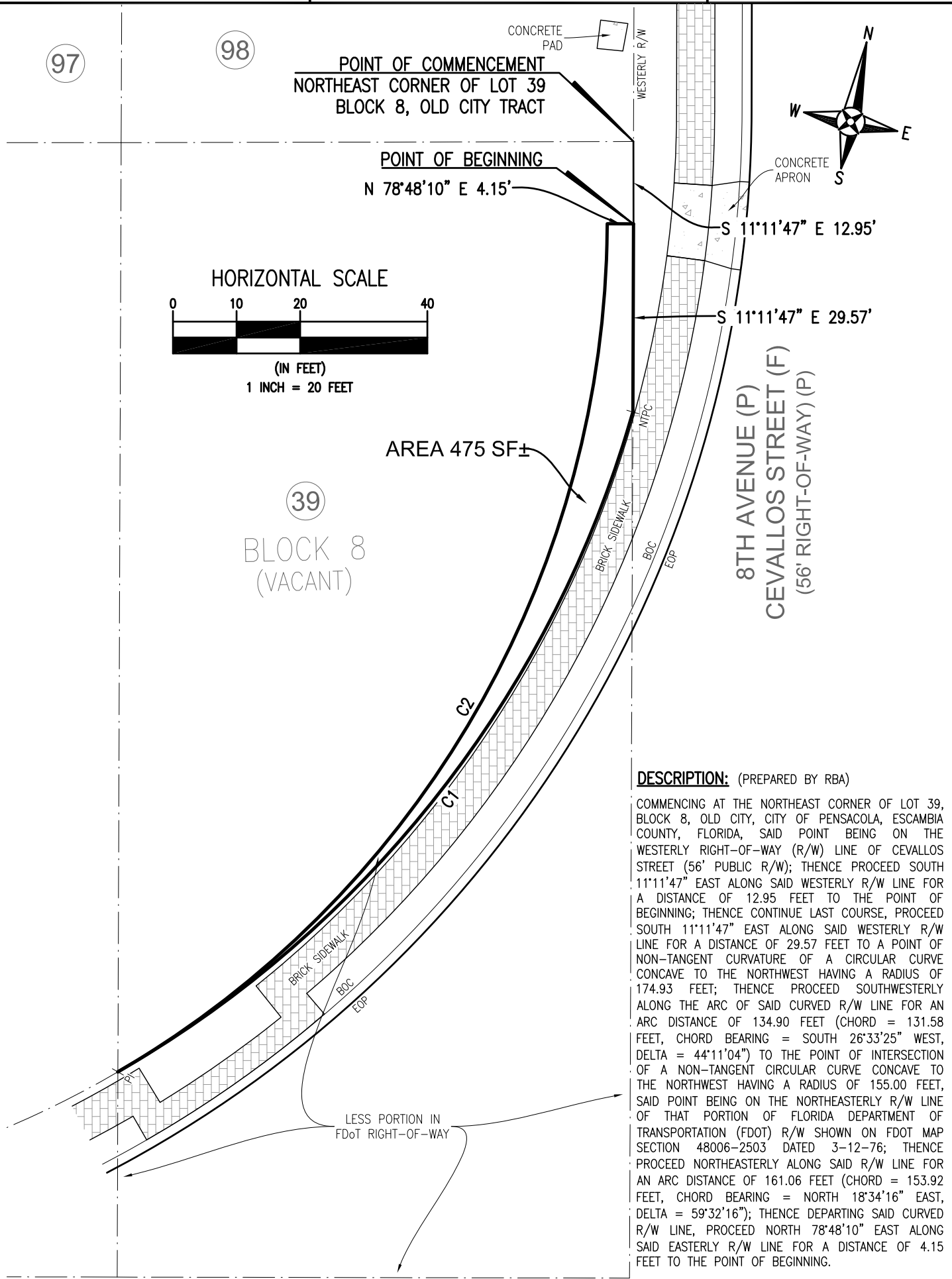
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION AND SKETCH

PREPARED FOR: SMP ARCHITECTURE

REQUESTED BY: SMP ARCHITECTURE

PROJECT:	2017.196
FIELD SURVEY DATE:	N/A
SECTION:	46
TOWNSHIP:	2 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA



DESCRIPTION: (PREPARED BY RBA)

COMMENCING AT THE NORTHEAST CORNER OF LOT 39, BLOCK 8, OLD CITY, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY (R/W) LINE OF CEVALLOS STREET (56' PUBLIC R/W); THENCE PROCEED SOUTH 11°11'47" EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE, PROCEED SOUTH 11°11'47" EAST ALONG SAID WESTERLY R/W LINE FOR A DISTANCE OF 29.57 FEET TO A POINT OF NON-TANGENT CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 174.93 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVED R/W LINE FOR AN ARC DISTANCE OF 134.90 FEET (CHORD = 131.58 FEET, CHORD BEARING = SOUTH 26°33'25" WEST, DELTA = 44°11'04") TO THE POINT OF INTERSECTION OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 155.00 FEET, SAID POINT BEING ON THE NORTHEASTERLY R/W LINE OF THAT PORTION OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) R/W SHOWN ON FDOT MAP SECTION 48006-2503 DATED 3-12-76; THENCE PROCEED NORTHEASTERLY ALONG SAID R/W LINE FOR AN ARC DISTANCE OF 161.06 FEET (CHORD = 153.92 FEET, CHORD BEARING = NORTH 18°34'16" EAST, DELTA = 59°32'16"); THENCE DEPARTING SAID CURVED R/W LINE, PROCEED NORTH 78°48'10" EAST ALONG SAID EASTERLY R/W LINE FOR A DISTANCE OF 4.15 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 475 SQUARE FEET MORE OR LESS.

ZARRAGOSSA STREET
(36.5' RIGHT-OF-WAY) (CA)

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA ANGLE	CHORD	CHORD BEARING
C1	134.90'	174.93'	44°11'04"	131.58'	S 26°33'25" W
C2	161.06'	155.00'	59°32'16"	153.92'	N 18°34'16" E

CHECKED BY:	DFS
SCALE:	1" = 20'
F.B. N/A	PG N/A
DRAWN BY:	BTH
SHEET:	1 OF 1



MINUTES OF THE PLANNING BOARD
February 11, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Kurt Larson, Board Member Grundhoefer, Board Member Sampson

MEMBERS ABSENT: Board Member Murphy, Board Member Powell, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Senior Planner Statler, Transportation Planner-Complete Streets Ziarnek, Network Engineer Johnston, Digital Media Coordinator Rose, Intern Mendillo

OTHERS PRESENT: Brian Spencer, Darrell J. Barnhill, Thomas McCarty, Stephen Fluegge, Kacee Bidnick, Anthony Vallee

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 14, 2020.
- **New Business:**
 1. **Vacation of Right-of-Way Request - Cevallos Street**
 2. **Preliminary Plat Review - Corta de La Rua**
 3. **License To Use Request - 2800 North 12th Avenue**
 4. **Demolition Request – 1101 E. Gregory Street**
 5. **Discussion on the Proposed Amendment to the Tree Ordinance**

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:09 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

Board Member Larson made a motion to approve the January 14, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

Vacation of Right-of-Way Request - Cevallos Street

Assistant Planning Director Cannon stated a request had been received from Brian Spencer, SMP Architecture, for a vacation of Right-of-Way at the 400 Block of Cevallos Street. She explained the request had been routed through internal and external agencies. Mr. Spencer addressed the Board and stated this would restore the continuity of a property line on Cevallos. Chairperson Ritz explained this was a correction for a scrivener's error. He indicated that the right-of-way belongs to the citizens of the city, and Mr. Spencer was required to submit a request for vacation, and the Board would determine a valid reason for the request. Mr. Spencer advised when he served on Council, he learned the vacation of right-of-way, if approved, would proceed to Council to convey the property through the Board's recommendation. He had no problems with utility easements and had no intention of building in that area. Chairperson Ritz advised that the proper notification had been provided. **With no speakers, Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried unanimously.**

Preliminary Plat Review - Corta de La Rua

Clint Geci, Geci & Associates Engineering Inc., is requesting a preliminary site plan approval for Cort de La Rua Subdivision located at 117 E. La Rua Street between N. Guillemard St. and N. Tarragona St. The proposed preliminary site plan consists of five (5) lots all with 60' widths that meet the requirements of the C-3 zoning district and the CRA Urban Overlay District. The proposed development will include 4 townhome lots and one common parcel. Assistant Planning Director Cannon explained this constituted a major subdivision.

Mr. Geci presented to the Board and stated the lot history consisted of three (3) lots. They had met the CRA requirements for fronting on LaRua with rear access to the lots; they had also provided stormwater information and were connecting to an existing stormwater sewer. Chairperson Ritz explained this was a preliminary plat and appreciated the residences being pulled back with garages in the rear. Mr. Geci advised they needed to adjust the lot widths on lots 1 and 4 to attain the 80% lot frontage which was the only comment received that required revisions. Chairperson Ritz stated the request had been routed through the appropriate departments, and the applicants would contact ECUA for future utility requirements.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously. Chairperson Ritz clarified that the Board would see the project again.

License To Use Request - 2800 North 12th Avenue

Sharuff, LLC, is requesting approval for a License to Use for additional parking within the right-of-way of 2800 N. 12th Avenue. The additional parking is being requested in connection with a proposed new restaurant and includes the relocation of a city sidewalk. Chairperson Ritz explained unlike a right-of-way vacation, the License to Use (LTU) means the property remains in the City's ownership but allows the applicant to use the site as approved; it also comes with an annual fee paid to the City.

Mr. Barnhill presented to the Board and stated they were requesting the same opportunity as other businesses on 12th Avenue. Assistant Planning Director Cannon noted they were requesting eight (8) additional parking spaces to meet the LDC minimum requirements of the square footage for the proposed restaurant development. Mr. Barnhill stated they

would comply with the ECUA request to replace the pipe with some other material. He also explained they would not be backing onto 12th Avenue, and there were no concerns with using Fisher Street since it was considered a minor street. Mr. Vallee stated the design was custom for this site, and the intention was to engage the corner and maintain a street presence; they did not want a suburban model but a pedestrian friendly, bikeable destination. Chairperson Ritz offered that the citizens had not fully embraced walkability, and other restaurants along 12th Avenue have a large amount of automobiles. Board Member Sampson asked if parking became an issue, had they considered an agreement with the neighbors, but Mr. Vallee advised they had the needed spaces with this request. Board member Ritz stated that it was disingenuous of the applicant to say they were not going to use their open space as a seating area. He added that the majority of restaurants in that area utilize their open space with tables and chairs for their patrons.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Sampson, and it carried unanimously.

Demolition Request – 1101 E. Gregory Street

A request has been received from Thomas McLarty, Cross Environmental Services, for the demolition of the improvements located at 1101 E. Gregory Street. The purpose is to allow the continued construction of the Pensacola Bay Bridge project.

This request is being presented for consideration in an abundance of caution with respect to internal procedure. Although this request has not been routed through the various City departments and utility providers, the Florida Department of Transportation has vetted the demolition through the appropriate agencies. The permit application and supporting documents were attached.

Assistant Planning Director Cannon advised this request was required to come before the Planning Board since it was in the Gateway Review District, however, it did not require notification. This building was always in the plan for demolition, and the LDC did not give the Planning Department the latitude for an abbreviated review. Chairperson Ritz clarified that all buildings on this site would be removed.

Mr. McCarty, the demolition contractor, stated everything manmade would come down.

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

Discussion on the Proposed Amendment to the Tree Ordinance

Chairperson Ritz explained this was a discussion item with no vote, and Board Member Murphy was not in attendance; he had nothing to bring into discussion. Assistant Planning Director Cannon pointed out that an arborist was coming to CiviCon at the Rex Theater on Monday, March 30th, from 6 to 7:30 p.m. and City staff would be there in full force. Planning Board members could attend but could not speak to each other about Planning Board business so as not to violate the Sunshine law. She also indicated she would send an email to the Board members with a link for registration. She also advised she had not heard of any meetings on the Tree Ordinance. Chairperson Ritz clarified the City did have a tree ordinance in place which was working on a day-to-day basis.

Open Forum – Mr. Spencer suggested there was an advantage for the public to have a “real-time” understanding on what these applications actually are and suggested more than a mail notification be considered. He suggested a link for all boards to allow citizens to be more fully informed on all requests. He was concerned that not everyone could

attend the board meetings to get this information. Assistant Planning Director Cannon explained that staff did publish the links to the City website and took phone calls as well as walk-in customers to explain the applications on a one-on-one basis if they could not attend the meetings. Once they had been walked through the process, they felt no need to attend. Mr. Spencer asked if there could be a direct link on the mailers. Staff explained that letters were certified when the item proceeded to Council, but she would check into the possibility of providing a direct link.

Adjournment – With no further business, Chairperson Ritz adjourned the meeting at 2:46 pm.

Respectfully Submitted,

Assistant Planning Director Cynthia Cannon
Secretary to the Board

CITY CLERKS OFFICE - LEGAL ADS
222 W MAIN ST

PENSACOLA, FL 32502

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

NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

03/16/20

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 16th of March 2020, by legal clerk who is personally known to me

Affiant

Shelly Hora

Notary Public State of Wisconsin, County of Brown

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SHELLY HORA
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State of Wisconsin

NOTICE OF PROPOSED ORDINANCE

Please be advised that Proposed Ordinance No. 16-20 was presented to the City Council of the City of Pensacola for first reading on Thursday, March 12, 2020 and will be presented for final reading and adoption on Thursday, March 26, 2020 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title of the proposed ordinance is as follows:

P.O. #016-20:
AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE 400 BLOCK OF CEVALLOS STREET, IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any 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. 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.

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 4105213 3/19/2020