

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA,
FLORIDA, AND THE PENSACOLA DOWNTOWN IMPROVEMENT BOARD**

THIS AGREEMENT ("AGREEMENT") is made and entered into as of ____ day of _____, 2020 (and effective October 1, 2020), by and between the City of Pensacola, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

WITNESSETH:

WHEREAS the parties have legal authority to perform certain public works within their respective jurisdictions; and

WHEREAS the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

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

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

WHEREAS, the DIB wishes to continue daily district cleaning services within the DIB District as provided in Section 5.b. of the DIB of the contract between the DIB and Streetplus attached as "A" to this AGREEMENT and the City parking fund will reimburse the DIB half of the contracted monthly fees for these cleaning services at a rate of \$6,641.27 per month throughout the duration of the existing contract entered into with Streetplus on February 26, 2019 and terminates on February 25, 2022.

WHEREAS, the parties have determined that DIB's providing such cleaning services as set forth in this AGREEMENT involve appropriate public expenditures for important public purposes.

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

Article 1: Purpose

1.1 Purpose.

The recitals contained in the preamble of this AGREEMENT are declared to be true and correct and are hereby incorporated into this AGREEMENT.

Article 2: Project

2.1 Description.

The project consists of the daily cleaning provided by Streetplus through an agreement with the DIB. The cleaning to be provided under this AGREEMENT shall be in accordance with Section 5.b. of the contract between the DIB and Streetplus attached as "A" to this AGREEMENT ("Project"), provided within such boundaries defined by Ordinance No. 47-72, adopted by the City Council on September 28, 1972. The City agrees to pay the DIB in accordance with Section 2.3 herein.

2.2 Project Administration.

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

2.3 City Payments.

The parties mutually acknowledge and agree that for the extent of the Streetplus contract entered into by the DIB and Streetplus on February 26, 2019 for a term of 3-years (February 26, 2019 – February 25, 2022) the City will be responsible for one half of the monthly Streetplus invoices up to \$6,641.27 for the undertaking of the Project as described in Section 2.1. The DIB shall provide the City a monthly invoice in the amount of \$6,641.24. Within 30 days of receipt of periodic invoices from the DIB, the City shall make payment to the DIB.

Article 3: General Provisions

3.1 Term and Termination.

- (a) This AGREEMENT shall remain in place until February 25, 2022.
- (b) This AGREEMENT may be terminated by either party without cause upon ninety (90) days advance written notice to the other party.
- (c) This AGREEMENT automatically terminates upon termination of the February 26, 2019 DIB/Streetplus contract attached as "A".

3.2 Records.

The parties acknowledge that this AGREEMENT and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this AGREEMENT.

3.3 Assignment.

This AGREEMENT or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings.

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

3.6 Survival:

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

3.7 Governing Law.

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

3.8 Interpretation.

For the purpose of this AGREEMENT, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This AGREEMENT shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

3.9 Severability.

The invalidity or non-enforceability of any portion or provision of this AGREEMENT shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this AGREEMENT and the balance hereof shall be construed to be enforced as if this AGREEMENT did not contain such invalid or unenforceable portion or provision.

3.10 Further Documents.

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

3.11 No Waiver.

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

3.12 Notices.

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

TO THE CITY

City Administrator
222 West Main Street
Pensacola, FL 32502

TO THE DIB

Executive Director
226 South Palafox Street, Suite 106
Pensacola, FL 32502

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

3.13 Liability.

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

3.14 Execution

DIB Staff will be responsible for filing the executed agreement with the Clerk of the Court.

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

CITY OF PENSACOLA, FLORIDA

Mayor, Grover C. Robinson, IV

City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

PENSACOLA DOWNTOWN IMPROVEMENT BOARD, a public body corporate and politic of the State of Florida:

By:
Its:

Date:_____

Attachment "A"

DOWNTOWN IMPROVEMENT BOARD OF PENSACOLA MAINTENANCE AND HOSPITALITY SERVICES AGREEMENT

This DOWNTOWN IMPROVEMENT BOARD OF PENSACOLA MAINTENANCE AND HOSPITALITY SERVICES AGREEMENT ("Agreement") is entered into on February 26, 2019 by and between the PENSACOLA DOWNTOWN IMPROVEMENT BOARD ("DIBP") a dependent special district of the City of Pensacola created in 1972 by Special Act of the Florida Legislature, Chapter 72-655, Florida Statutes as amended and located at 226 South Palafox Place, Suite 106, Pensacola, FL 32503 and STREETPLUS COMPANY, LLC ("STREETPLUS") a foreign limited liability company authorized to do business in the State of Florida, with a corporate office address of 154 Conover Street, Brooklyn, NY 11231. DIBP and STREETPLUS individually and collectively referred to hereinafter as the "Party" or "Parties".

WHEREAS to the DIBP desires to hire STREETPLUS to create a clean and friendly environment within the DIBP Boundaries as defined below; and,

WHEREAS the DIBP approved this Agreement at its meeting on [Date of Approval]

In consideration of the foregoing, together with other good and valuable consideration, the Parties agree as follows:

1. **Purpose and Area of Coverage.** The purpose of this Agreement is to set forth the guidelines under which the Parties will work together to create a clean and friendly environment in the City of Pensacola, Florida, within the boundaries of the DIBP, which are demarcated in the map as hash marked in red and attached hereto and marked as Exhibit A. ("DIBP Boundaries")
2. **Term.**
 - a. The initial term of this Agreement will commence on February 26, 2019 and will terminate at 11:59 p.m., Central Time, on February 25, 2022 (the "Termination Date") ("Initial Term"). The DIBP shall have the option to extend the Initial Term of this Agreement by one (1) year by giving STREETPLUS notice sixty (60) days before the Termination Date.
 - b. Either the DIBP or STREETPLUS may terminate this Agreement without cause upon sixty (60) days written notice to the other Party.
3. **Change of DIBP Boundaries.** The DIBP reserves the right to expand or shift the DIBP Boundaries without increased cost to the DIBP, provided that the Annual Hours as defined in subsection 9.d. herein are not increased by the DIBP. In the event that additional work hours for services in excess of the Annual Hours are required, the DIBP shall approve the

purchase such additional work hours for services from STREETPLUS at the hourly rates as agreed upon by the Parties.

4. Independent Contractor. STREETPLUS shall perform the services set forth in this Agreement as an independent contractor, and it is understood that STREETPLUS has no authority to bind the DIBP, and that there should be no partnership or joint venture stated or implied by this Agreement. STREETPLUS shall be responsible for all payroll taxes and payments required under unemployment insurance laws with respect to employees of STREETPLUS performing under this Agreement.

5. Duties of STREETPLUS.

STREETPLUS is responsible for all aspects of the operation and management of the maintenance, cleaning and hospitality services set forth in this Section 5 ("Program").

a. Administration.

i. Personnel Services

1. Provide administrative, purchasing, and personnel advice and personnel management, the cost of which is set forth in Section 9.
2. Provide a full-time, on-site Operations Supervisor responsible for oversight of the Program. STREETPLUS shall be responsible for the establishment of all Program operating policies, procedures, rules, and regulations that guide the actions of STREETPLUS's employees and supervisory personnel. The Operations Supervisor shall conduct inspections to assure that all the terms of this Agreement are properly administered and shall oversee the recruitment, hiring, training, discipline, and termination of STREETPLUS's employees, subcontractors and other personnel providing services under this Agreement.
3. Provide the administration to hire and manage STREETPLUS's employees and to execute Program objectives. The Operations Supervisor will be responsible for the day-to-day control and direction of the Program on behalf of STREETPLUS, with support and direction from STREETPLUS's Vice President of Operations.

ii. Employees

1. STREETPLUS shall provide recruiting, selecting, screening, training,

supervising, and terminating services in relation to all STREETPLUS employees utilized to implement this Agreement. STREETPLUS shall work diligently with the DIBP and community organizations to resolve any and all complaints regarding employee behavior or job performance. STREETPLUS shall be responsible for terminating an employee if problems in job performance cannot be satisfactorily resolved, and STREETPLUS shall replace an employee so terminated. The DIBP reserves the right to refuse to allow any STREETPLUS employee that it deems unsuitable to perform work under this Agreement, and the DIBP Executive Director shall be permitted an opportunity to review with STREETPLUS the qualifications of any employee prior to STREETPLUS's hiring of said employee for work under this Agreement.

2. STREETPLUS shall prepare a Staffing Plan through its Operations Supervisor, in consultation with the DIBP Executive Director, outlining the cleaning routes and the hospitality duties and routes of the STREETPLUS employees.
3. STREETPLUS shall provide no less than one hundred four (104) total hours of Program services weekly. Hours and duties shall be determined and allocated throughout the DIBP Boundaries by the Operations Supervisor in consultation with the DIBP Executive Director.
4. STREETPLUS shall ensure that Program employees perform assigned duties and work during their assigned work shifts. STREETPLUS shall provide relief personnel as necessary to ensure that Program duties are performed as required. Route(s) may be adjusted by the Operations Supervisor in consultation with the DIB Executive Director.

iii. Uniforms and Accessories

1. STREETPLUS shall provide Program employees with uniforms, oversee the ordering, fitting, and replacement of uniforms as needed, and will ensure that employees wear the uniform in the proper manner as specified by the Operations Supervisor in consultation with the DIBP Executive Director.
2. STREETPLUS will provide uniform accessories and equipment for each officer, to include the following:
 - Protective Safety Equipment, to include safety glasses, ear

protection and gloves.

3. STREETPLUS shall ensure that uniforms shall be worn only during employee's shift and not to and from the work location. At a minimum, each employee shall be issued the following uniform items:

- Short sleeve polo style shirt
- Long sleeve polo style shirt
- Mock turtleneck with DIBP lettering
- Pants
- Shorts
- Baseball style hat
- Jacket
- Rain jacket/gear
- Black leather belt

4. STREETPLUS shall affix to the uniforms a logo provided by the DIBP so that the logo is clearly visible and attractively displayed.
5. STREETPLUS shall ensure that at the beginning of each work shift, the Operations Supervisor will conduct a uniform inspection to ensure that employees portray a clean, neat, and professional appearance while wearing the uniform.

iv. Training

1. STREETPLUS shall develop for, and provide to, classroom and field training curricula for Program employees and shall be responsible for all costs associated with developing and providing training to Program Employees.
2. Training shall include, but not be limited to:
 - Pre-Assignment Training;
 - Shift briefings;
 - Quarterly refresher training of at least four (4) hours per session, scheduled four times annually;
 - Review corporate Training Bulletins with employees;
 - Specialized training as required for employee assignments

v. Meetings with DIBP Executive Director.

STREETPLUS's Operations Supervisor shall meet with the DIBP Executive

Director, no less than once a week, to review, and resolve if any, relating to the manner of performance or rate of progress of the Program.

vi. Reporting/Records

1. STREETPLUS will conduct quarterly audits to measure effectiveness and results. This performance audit will be immediately forwarded to the DIBP Executive Director.
2. STREETPLUS shall prepare an annual report on the Program to be delivered to the DIBP Executive Director no later than {enter date} of each year.
3. STREETPLUS Operations Supervisor shall attend all DIBP Board Meetings as requested by the DIBP Executive Director.
4. STREETPLUS shall maintain, in accordance with generally accepted accounting principles, full, complete, and accurate books of account and other records, reflecting all expenses with respect to the Program, including time records for STREETPLUS employees. Such records and other data and information in connection with the Program shall be available to the DIBP and its authorized agents at all reasonable times, for itself, its agents, and its accountants for the purpose of ascertaining the correctness of the statements furnished to the DIBP from time to time under the provisions of this Agreement or any amendments hereto.
5. Public Records - In accordance with Section 119.0701, Florida Statutes, the STREETPLUS under the direction and supervision of the DIBP Executive Director shall comply with the public records law as follows:
 - (a) Maintenance. Keep and maintain public records that ordinarily and necessarily would be required by the DIBP in order to perform the service.
 - (b) Access. Provide the public with access to public records on the same terms and conditions that the DIBP would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (c) Exemptions. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Retention and Transfer. Meet all requirements for retaining public records and transfer, at no cost, to the DIBP all public records in possession of the STREETPLUS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the STREETPLUS in a format that is compatible with the information technology systems of the DIBP.

(e) Failure to Comply. If the STREETPLUS does not comply with a public records request, the DIBP shall enforce this subsection in accordance with this Agreement.

b. Cleaning Services.

The following cleaning services shall be performed seven (7) days a week (Monday through Sunday) during hours, or more often, depending upon the needs of the DIBP as established by the Operations Supervisor in consultation with the DIBP Executive Director and such cleaning services listed in this subsection 5.b. shall only be provided on, or to, public sidewalks, rights of way and property:

- i. Sidewalks. Publicly owned sidewalks, to the extent the sidewalk is not covered by a license to use agreement ("Sidewalk"), shall be cleaned from private property line to curb, including inside bus shelters and under benches and other structures in or on the Sidewalk. Cleaning shall include but not be limited to picking up litter, cigarette butts, leaves, and other debris on the Sidewalk and eighteen inches (18") into the publicly owned street from the curb line.
- ii. Tree wells and median strips. STREETPLUS employees shall remove litter, leaves, weeds, and other debris from all publicly owned tree wells and median strips.
- iii. Private property. STREETPLUS employees shall at the end of a work shift report in writing graffiti and other environmental and code enforcement issues on private property to the Operations Supervisor within STREETPLUS employees assigned route. The Operations Supervisor shall report in writing to the DIBP Executive Director such graffiti and other environmental and code enforcement issues within twenty-four (24) hours of

such reports from STREETPLUS employees. The DIBP Executive Director shall report such matter to the DIBP at the next DIBP meeting for appropriate action, if any.

- iv. Trash Collection and Removal. STREETPLUS employees shall collect and remove all trash, including but not limited to all dirt, trash, leaves, debris, cigarette butts, and unauthorized advertisements from publicly owned property, receptacles and surfaces in accordance with all local, state and federal laws, regulations, ordinances and policies.
- v. Trash cans. STREETPLUS employees shall monitor publicly owned trash cans ("Trash Cans") for overflowing trash and the general condition of the Trash Cans. Trash will be periodically removed from Trash Cans to prevent overflow, and the Trash Can shall be lined with a fresh liner. Trash bags will be removed as soon as practicable and disposed of in accordance with all local, state and federal laws, regulations, ordinances and policies. Additionally, Trash Cans and publicly owned areas around Trash Cans will be thoroughly cleaned by sweeping around the Trash Can, picking up loose litter, and pressure washing publicly owned areas.
- vi. Graffiti removal. STREETPLUS employees will identify and remove all decals, flyers, paint, posters, and stickers from publicly owned surfaces, including sidewalk surfaces, light poles, traffic signal and electrical boxes, newspaper boxes, trash cans, planters, phone booths, and benches. STREETPLUS employees shall only remove graffiti from publicly owned fixtures and structures which are less than ten feet (10') above the surface on which the publicly owned fixtures and structures rest. Graffiti found more than ten feet (10') above the surface on which the publicly owned fixtures and structures rest, and any graffiti found on privately owned buildings shall be reported in writing by STREETPLUS employees at the end of the work shift to the Operations Supervisor, who will report in writing the same to the DIBP Executive Director within twenty-four (24) hours of the written report from the STREETPLUS employees. The DIBP Executive Director shall report such matter to the DIBP at the next DIBP meeting for appropriate action, if any.

In the event that the DIBP directs STREETPLUS to remove graffiti located more than ten feet (10') above the surface on which the publicly owned fixtures and structures rest, all additional costs,

including costs for equipment required under applicable safety regulations to work at a height in excess of ten feet (10') the surface on which the publicly owned fixtures and structures rest, shall be separately billed to the DIBP by STREETPLUS as agreed upon by the Parties.

- vii. Pressure washing. STREETPLUS employees will conduct pressure washing activities at least once each quarter, or more frequently as directed by the Operations Supervisor in consultation with the DIBP Executive Director, on publicly owned sidewalks, publicly owned sidewalk fixtures, and publicly owned storefronts, weather permitting or. The Operations Supervisor shall develop a schedule for pressure washing, in consultation with the DIBP Executive Director. STREETPLUS employees shall inform the Operations Supervisor in writing of any publicly owned sidewalk closings needed to safely complete pressure washing, and the Operations Supervisor shall inform the DIBP Executive Director of the time and date of the needed publicly owned sidewalk closing. STREETPLUS shall not commence any pressure washing until it has received from the DIBP in writing that such pressure washing has been cleared and approved with City of Pensacola and Pensacola Police authorities.
 - viii. Weed Abatement. STREETPLUS employees shall pull, spray, and remove all weeds on publicly owned property and surfaces. STREETPLUS employees shall use weed control products and methods approved by the City of Pensacola, and will comply with all applicable local, state and federal laws, regulations, ordinances and policies concerning the application and use of weed control products.
 - ix. Hospitality Services. STREETPLUS employees will engage the general public and provide directions and information about attractions, activities, businesses, restaurants, and other locations and attractions within the DIBP Boundaries.
- c. Operations Supervisor. The following duties and tasks shall be performed by the Operations Supervisor:
 - i. Business liaison. Serve as the DIBP liaison to business owners/managers within the boundaries of the DIBP.
 - ii. Scheduling. Develop, review and monitor Program work

schedules; and distribute necessary information provided by the DIB regarding special attractions, events, conventions and other events occurring in the DIBP Boundaries

- iii. Reports. Review all submitted reports and distribute to the DIBP and STREETPLUS requirements.
- iv. Leadership and Development. Train, Coach and mentor Program employees.
- v. Communication. Maintain open, professional and positive communication with the DIBP through its Executive Director.
- vi. Service and Program Delivery. Work closely with the Executive Director of the DIBP in the development and implementation of new strategies, program elements and service delivery.
- vii. Reporting. Communicate to Executive Director and to STREETPLUS corporate offices (verbal and written) program achievements in the form of written daily, weekly, monthly, quarterly and annual reports.

6. Insurance Coverage

- a. Minimum coverages. The minimum amount of liability insurance to be maintained by STREETPLUS and any subcontractors during the Initial Term and the Extension Term shall be as follows:
 - i. Comprehensive General Liability (bodily injury and property damage, including any liability normally covered by a general liability policy). One Million Dollars (\$1,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate.
 - ii. Workers' Compensation. Statutory workers' compensation insurance as required by applicable law and employer's liability insurance with minimum limits of \$5,00,000 each accident, \$500,000 each disease, and \$500,000 each employee, with respect to any employee or claim not fully covered by workers' compensation.
 - iii. Motor Vehicle Insurance (covering injury or damage resulting from the operation of and occupancy in motor vehicles, whether

owned or leased by the DIBP, or owned or leased by STREETPLUS) One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

iv. Uninsured Motorist/Underinsured Motorist. Fifteen Thousand Dollars (\$15,000.00) per person and Thirty Thousand Dollars and (\$30,000.00) per occurrence.

v. Umbrella/Excess Liability insurance: Five million (\$5,000,000.00) per occurrence and in the aggregate.

b. **Certificates of Insurance.** All Insurance policies shall be in the names of STREETPLUS, the DIBP, and subcontractors as their interests may appear. The DIBP shall be named as an additional insured in all insurance policies under subsection 6.a. herein, which shall contain standard cross liability clauses and shall be endorsed to provide contractual liability coverage covering this Agreement as an insured contract. All insurance policies under subsection 6.a. herein shall be endorsed to waive any right of subrogation against the DIBP. All insurance policies required under this Agreement shall be primary without right of contribution from any insurance carried by the DIBP and shall require that the DIBP be given not less than thirty (30) days prior written notice of cancellation or any material change to any insurance policy under subsection 6.a. herein. Prior to the commencement of this Agreement, STREETPLUS shall provide the DIBP with certificates of insurance evidencing all of the insurance coverages under subsection 6.a. herein, including all special requirements specifically noted above, and shall provide the DIBP, when requested in writing, with certificates of insurance evidencing renewal or substitution of such insurance at least thirty (30) days prior to the effective date of such renewal or substitution. A true and correct copy of the Insurance Certificates are attached hereto, incorporated herein, and marked as **Exhibit B**

7. Permits, Laws, Regulations, Taxes

STREETPLUS shall procure all permits and licenses, shall pay all charges and fees and shall give all notices necessary and incidental to the due and lawful execution of the Program. STREETPLUS shall be responsible for the payment of all federal and state taxes related to the operation and management of the Program. STREETPLUS shall at all times observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the Program. All costs thereof shall be part of the \$145,625.59 set forth in subsection 9.a. herein.

8. Holidays

a. Recognized holidays: The following are holidays recognized by STREETPLUS:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

b. Services on recognized holidays. If changes in services are required on a recognized holiday, the DIBP Executive Director shall contact STREETPLUS at least two (2) weeks prior to the holiday to arrange for needed coverage, which shall be approved by the DIBP. STREETPLUS employees working the recognized holiday will receive Holiday Benefit Pay as defined in subsection 9.d.v. herein.

9. Compensation, Payment, and Hours to STREETPLUS

a. Annual Cost of Services. The annual cost of services, as set forth herein, in the DIBP Boundaries, will not exceed \$145,625.59 for labor and \$13,765.01 for capital equipment in Initial Term of this Agreement.

i. STREETPLUS will bill the DIBP equal monthly payments as follows:

1. Labor - \$12,135.47
2. Capital Equipment - \$1,147.08

b. Monthly billing. STREETPLUS will invoice the DIBP no later than the fifth (5th) business day of each month for actual services performed the previous month. The monthly invoice will include detailed payroll and billing reports.

c. Payment term. The payment term of the STREETPLUS invoices shall be in accordance with the Florida Prompt Payment Act.

d. Program Hours. STREETPLUS shall provide approximately Five Thousand Four Hundred Eight (5,408) hours of services annually to the DIBP for the Program ("Annual Hours") for \$145,625.59 as stated in subsection 9.a. herein per the hourly rates listed in subsections 9.d. The DIBP shall not be held responsible for paying overtime wages in the event of insufficient staffing on the part of STREETPLUS to fulfill regularly scheduled Program services. However, overtime will be billed at one and a half times the STREETPLUS employee's rate of pay if the DIBP approves the overtime.

- i. Authorized Weekly Hours. The following are authorized weekly hours for each program component, although it is expressly acknowledged and agreed between the parties that actual hours may be adjusted based upon operational need and agreement of the DIBP Executive Director and STREETPLUS.
 1. Maintenance/Cleaning Ambassador – 48 hours
 2. Team Leader – 16 hours
 3. Operations Supervisor – 40 hours
 4. Total – 104 hours
- ii. Billing Rate Regular - The hourly bill rate for the labor categories shall be as follows for the Initial Term.
 1. Maintenance/Cleaning Ambassador - \$25.41
 2. Team Leader - \$25.71
 3. Operations Supervisor - \$29.24
- iii. Billing Rate Overtime – the overtime hourly bill rate for authorized overtime shall be as follows for the Initial Term.
 1. Maintenance/Cleaning Ambassador - \$38.11
 2. Team Leader - \$38.56
 3. Operations Supervisor - \$43.86
- iv. Hours in excess of the Annual Hours to provide services for identified special events and functions shall be approved by the DIBP and such approval shall state the name and date(s) of the special event or function, the number of hours approved, , the type of STREETPLUS employee(s) required, and the hourly rate of pay for the STREETPLUS employee(s).
- v. Holiday Benefit Pay – The hourly bill rate is as follows for the Initial Term. Subject to advanced approval by the DIBP, STREETPLUS employees that work on any of the six holidays listed in Section 8.a. herein, will be paid at the overtime rate listed in subsection 9.d.iv. herein.

10. Events of Default

The failure of STREETPLUS to perform any of the terms and conditions stated in this Agreement, that have not been rectified within seven (7) calendar days after written notice of default from the DIBP shall constitute an Event of Default, subject to the remedies of Section 11, below.

11. Remedies

- a. Remedies upon breach or default. Upon the occurrence of a breach or default, the DIBP shall have the following remedies:
 - i. Any and all rights and remedies set forth in this Agreement;
 - ii. Any and all rights and remedies which are at law or in equity permitted or provided, including the right of set-off.
 - iii. If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all reasonable attorneys' fees and all cost of the Prevailing Party both at trial and on appeal.
- b. All remedies shall be available and cumulative. No right or remedy conferred upon the DIBP by this Agreement is intended to be exclusive of any other right or remedy, and each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by the DIBP in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by the DIBP from time to time and as often as may be deemed expedient or necessary by the DIBP, in its sole discretion.
- c. Payment of STREETPLUS in the event of termination. In the event of termination by the DIBP, the DIBP shall pay STREETPLUS for the work satisfactorily performed through the effective date of termination.

12. Outside Funding Contingency.

It is agreed and understood between and among the parties to this Agreement that the financial ability of the DIBP to enter into this Agreement may be dependent on funding. If said funding is unavailable, reduced or eliminated for any reason, the DIBP may terminate this Agreement in accordance with subsection 2.b. herein with no further liability after the end of said sixty (60) day time period except as provided in subsection 11.c., above.

13. Indemnification of the DIBP

STREETPLUS for itself, its Subcontractors (as defined below), agents and employees shall indemnify, defend and hold harmless the DIBP, its Board, Board Members, employees, and contractors at all times after the date of this Agreement against:

- a. Any liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, arising out of or relating to, in whole or in part, directly or indirectly, to this Agreement regardless of the location of the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge and regardless of whether the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge occurs before or after the date of this Agreement, except such liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, arising out of or relating solely to the acts or omissions of the DIBP, the Board, Board Members, employees, and contractors.
- b. Any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements, both at trial and on appeal.
- c. STREETPLUS's indemnification obligations set forth in this subsection c. herein shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance or by any bond. STREETPLUS agrees to pay for and provide a legal defense for the DIBP, the Board, Board Members, employees, and contractors, which will be done if and when requested by the DIBP to STREETPLUS in writing.

14. Equipment

- a. Equipment Provided by STREETPLUS. The following equipment will be purchased by STREETPLUS and provided to the DIBP for exclusive use. During the Initial Term of this Agreement, STREETPLUS will bill the DIBP for the equipment listed below per subsections 9.a. & b. herein. At the end of the Initial Term and any Extension Term of this Agreement, all equipment listed below, will be owned by the DIBP.

CAPITAL EQUIPMENT

Item	Qty	Unit Cost	Extended Cost
Taylor Dunn Electric Vehicle	1	\$ 18,000.00	\$ 18,000.00
Pressure Washing Unit	1	\$ 11,000.00	\$ 11,000.00
Two-Way Radios	4	\$ 650.00	\$ 2,600.00
Mobile Devices	3	\$ 750.00	\$ 2,250.00
Various Landscaping Equip	1	\$ 1,500.00	\$ 1,500.00
Computer System	1	\$ 1,800.00	\$ 1,800.00
TOTAL			\$ 37,150.00
ANNUAL (3 Year Amortization)			\$ 13,765.01
COST PER MONTH			\$ 1,147.08

- b. Maintenance of Equipment. STREETPLUS shall maintain all equipment required to perform the services specified for the Initial term and the Extension Term, including but not limited to those items listed in Paragraph 14.a., above, at no additional cost to the DIBP. The equipment shall be maintained in a good and safe operating condition. The Operations Supervisor shall prepare and implement a planned maintenance program and schedule in consultation with the DIBP Executive Director for all equipment prior to the execution of this Agreement as set forth in the attached Exhibit C. Employees operating equipment shall be required to inspect equipment and complete a written checklist prior to use, inspect the equipment after use and written report of any problems or malfunctions to the Team Leader or Operations Supervisor no later than the end of the work shift when the equipment is used. All checklist and reports shall be submitted to the DIBP Executive Director within 72 hours of the completion of the checklist and the report. STREETPLUS shall maintain all equipment in the manner recommended by the manufacturer. Upon the expiration or termination of this Agreement with or without cause, STREETPLUS shall hand such equipment back to the DIBP in good condition, reasonable wear and tear excepted.
- c. Maintenance Records. STREETPLUS will keep accurate records of planned maintenance performed on said equipment, and will produce said records upon request from the DIBP.
- d. Equipment Failure. Total employee hours of service will not be reduced in the event of equipment failure. During those shift and/or hours when equipment is in disrepair, the operator of the equipment will be assigned to foot patrol duties.
15. **Supplies.** STREETPLUS shall be responsible for providing all supplies needed to fulfill the requirements of this AGREEMENT. The cost of said supplies are included in the \$145,625.59 set forth in subsection 9.a. herein.
16. **Facilities.** THE DIBP shall provide office and storage space to support the Program.

Every effort will be made to secure and maintain office and storage space in or near the DIBP Boundaries. All costs associated with office and storage space will be the responsibility of the DIBP.

17. Warranty. STREETPLUS hereby represents and warrants the following:

- a. that it is possessed of superior knowledge with respect to the services to be provided hereunder;
- b. that it knows the particular purpose for which the services are required;
- c. that it is aware that the DIBP is relying upon its skill and judgment in providing the services described herein;
- d. that the services as described herein shall be provided with the highest professional degree of care and skill;
- e. that it has full legal authority to enter into this Agreement and is authorized to conduct business in the State of Florida.

18. Miscellaneous

- a. Notices. Any notice which either Party is required or may desire to give to the other under this Agreement, shall be in writing and shall be given either by (i) receipted hand-delivery; (ii) an email sent to the proper email address; or (iii) a facsimile confirmed by letter, addressed or faxed to the respective Party as follows.

If to the DIBP:

Ms. Lissa Dees, Executive Director
Downtown Improvement Board of Pensacola
226 south Palafox Place
Suite 106
Pensacola, FL 32503
(850) 434-5371
LissaD@downtownpensacola.com

If to STREETPLUS:

Steve Hillard, President & Principal
154 Conover Street
Brooklyn, NY 11231
(610) 466-9770 Office

(718) 757-1758 Mobile
(718) 222-4754 Fax
shillard@streetplus.net

Notice hand delivered, emailed or faxed as aforesaid shall be deemed to have been given or served for all purposes under this Agreement as of the date appearing on the hand delivered letter, the email or the fax.

- b. No Waiver. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- c. Applicable Law. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of State of Florida.
- d. Modification. No modifications or amendments to this Agreement will be permitted without prior approval of both Parties. Any and all modifications or amendments must be in writing and executed by both Parties..
- e. Labor Activity. If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against STREETPLUS which results in the curtailment or discontinuation of Program services performed under this Agreement, the DIBP shall have the right during said period to employ any means legally permissible to have the work performed. This shall include the use of equipment supplied to STREETPLUS.
- f. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, omit, describe, modify or add to the interpretation, construction or meaning of any provisions of or scope or intent of this Agreement.
- g. Severability. In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such remaining provision(s) of the Agreement legal and enforceable.
- h. Non-Discrimination. STREETPLUS and any subcontractor hereunder will not discriminate against any employee or applicant in the application process or any term or condition of employment on the basis of race, color, religion, age, disability, national origin, veteran status or other protected class status as set forth in applicable laws, regulations, or ordinances. STREETPLUS agrees to comply with all federal, state, and local laws, regulations, and ordinances applicable to the employment of minority-owned, woman-owned and veteran-owned businesses.

- i. Force Majeure. Should the continued operation and management of the Program services be substantially interfered with because of the occurrence of events of *force majeure*, then the Parties shall mutually agree on the terms and conditions upon which the *force majeure* include unforeseeable causes beyond the control and/or without the fault or negligence of either of the Parties, including without limitation, acts of God or the public enemy, acts of the government of the United States or of any state or municipality, or any of them, acting in their sovereign capacities, acts of DIBP contractors (other than STREETPLUS), subcontractors (other than subcontractors of STREETPLUS), or constituents, strikes or civil insurrections.
- j. No assignment. Neither the DIBP nor STREETPLUS shall assign this Agreement without the express written consent of the other. Nothing contained in this subsection (j) shall prevent STREETPLUS from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of the Program.
- k. Third Party Beneficiaries. The Services to be performed under this Agreement by STREETPLUS are solely for the benefit of the DIBP. STREETPLUS agrees that no claim against the DIBP shall accrue to any third party as a result of this Agreement or the performance or non-performance of the services hereunder.
- l. Subcontractors. STREETPLUS may subcontract the services described in this Agreement to other persons or entities. The subcontracts executed by STREETPLUS in accordance with this sub-section are referred to herein as "Subcontracts" and the subcontractors thereunder may be referred to herein collectively as "Subcontractors." Each Subcontract shall require the Subcontractor to comply with all the terms of this Agreement. The DIBP shall be listed as an additional insured in the Subcontractors' insurance policies (other than workers' compensation policies), and copies of insurance certificates and policies shall be delivered to the DIBP upon request. To the extent the Florida Consultant's Competitive Negotiations Act, Section 287.055, Florida Statutes, (CCNA) is applicable to the services of any Subcontractor, STREETPLUS will work with the DIBP to ensure compliance with the CCNA before procuring such Subcontractor's services. DIBP shall not be liable for any payment to subcontractors of STREETPLUS without the express written agreement to payment by DIBP to said subcontractor.
- m. Venue. The parties agree venue shall be exclusively in the state courts of Escambia County, Florida. STREETPLUS hereby specifically waives the defense of inconvenient forum of lack of jurisdiction or venue for any dispute under this Agreement for any case brought by the DIBP in any of the above-referenced courts.
- n. Entire Agreement. This Agreement, including all of the constituent parts hereof, represents the entire understanding and agreement between the Parties

hereto relating to the services to be performed under this Agreement and supersedes any and all prior agreements, whether written or oral, that may exist between the Parties regarding same. No amendment or modification to this Agreement or any waiver of any provision hereof shall be effective unless in writing signed by both Parties.

o. Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise and the events and circumstances relating to the subject matter of this Agreement.

p. Mutual Agreement. This Agreement has been negotiated at arm's length by the Parties both of whom have had a reasonable opportunity to consult with an attorney and who mutually agree that for purposes of construing the terms of this Agreement, neither Party shall be deemed responsible for the drafting of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

STREETPLUS:

By: Steve Hillard

Title: President & Principal

Date: 2.26.19

DIBP:

By: Lissa Dees

Title: Executive Director

Date: 2.26.19

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EXHIBIT A

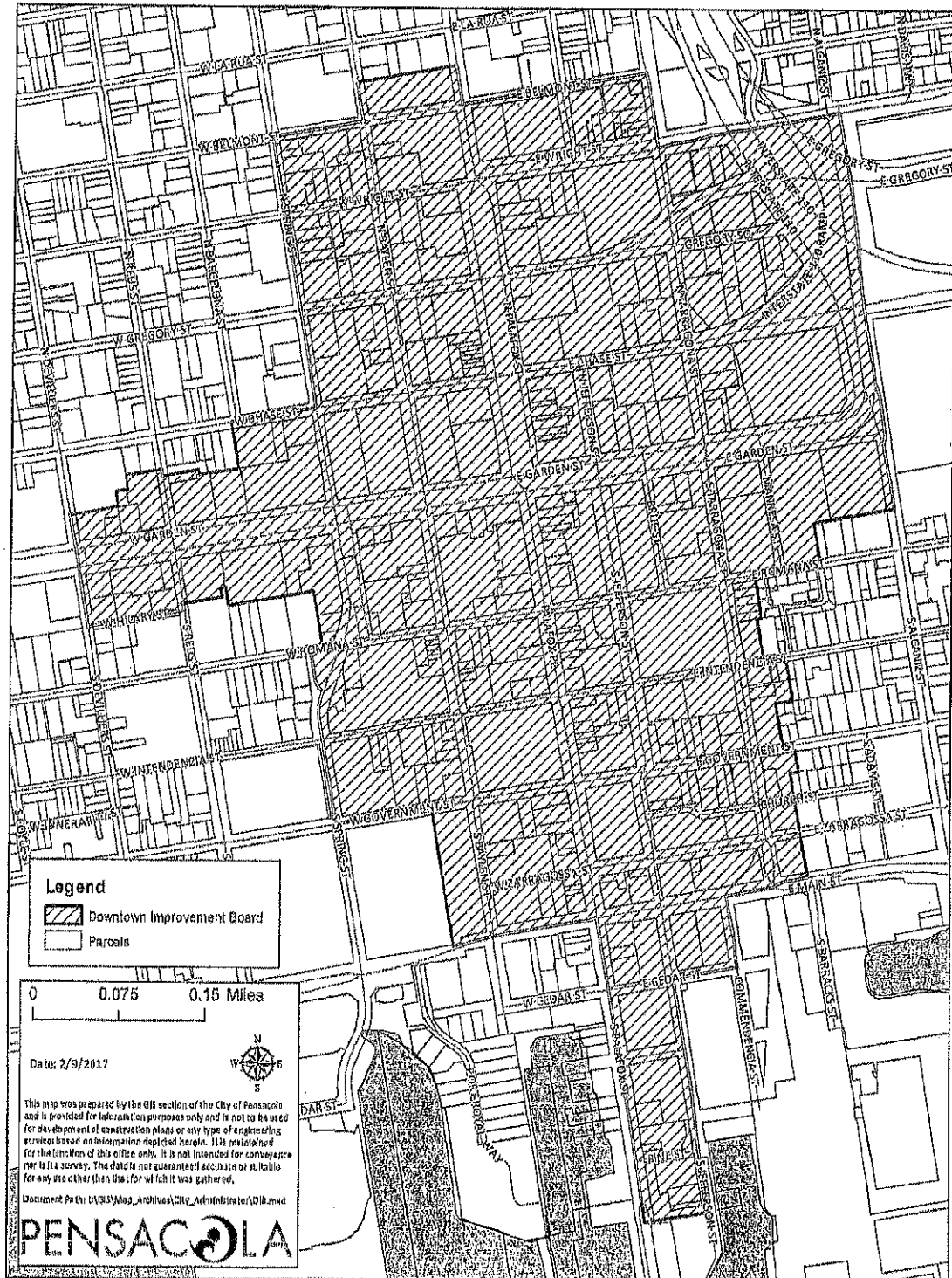


EXHIBIT B

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2018

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

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

PRODUCER	CONTACT NAME: PHONE (A/C No. Ext.): (718)564-6411 FAX (A/C No.): (718)564-6411 E-MAIL: ctullooh@dorfmanorganization.com ADDRESS:	
The Dorfman Organization Ltd. 28 Old Fulton St. Brooklyn, NY 11201		
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co. of America INSURER B: StarStone National Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 25496
Streetplus Company 154 Conover St. Brooklyn, NY 11231		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE		ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	660-1E158190	02/28/2018	02/28/2019	EACH OCCURRENCE	\$ 2,000,000		
	<input type="checkbox"/>	CLAIMS-MADE						<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
								MED EXP (Any one person)	\$ 5,000		
								PERSONAL & ADV INJURY	\$ 1,000,000		
								GENERAL AGGREGATE	\$ 2,000,000		
GEN'L AGGREGATE LIMIT APPLIES PER:											
	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input checked="" type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	OTHER:							Per Project	\$ 5,000,000		
A		AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA-1E158190	02/28/2018	02/28/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	<input type="checkbox"/>	ANY AUTO						<input checked="" type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS								BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS						<input checked="" type="checkbox"/>	NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
											\$
B		UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	21525E171ALI	02/28/2018	02/28/2019	EACH OCCURRENCE	\$ 5,000,000		
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000		
	DED		RETENTION \$					\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	<input type="checkbox"/>	N/A	02/28/2018	02/28/2019	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										
	If yes, describe under DESCRIPTION OF OPERATIONS below										
								E.L. EACH ACCIDENT	\$ 1,000,000		
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		

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

City of Pensacola named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

<p>Downtown Improvement Board 226 South Palafox Street, Suite 106</p> <p>Pensacola, FL 32502</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE <i>Guthrie Tuller</i></p>

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EXHIBIT C
Equipment Maintenance Program and Schedule

EQUIPMENT MAINTENANCE PROGRAM AND SCHEDULE

Equipment	Checklist Completed	Routine Maintenance
Taylor Dunn Electric Utility Vehicle	Daily	Quarterly
Pressure Washing Unit	Daily	Quarterly
Two-Way Radios	Daily	Annually
Mobile Devices	Daily	None

Note - Streetplus follows manufacture's recommended planned maintenance schedules