



City of Pensacola

Agenda Conference

Agenda

Monday, October 23, 2023, 3:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

PRESENTATION ITEMS

1. [23-00812](#) PRESENTATION: PARKING CONSULTANT UPDATES

Recommendation: That City Council receive a presentation prepared by the City's engaged Parking Consultant

Sponsors: D.C. Reeves

Attachments: [\(Presentation\) City of Pensacola Pt1 - Olive Tree Consulting](#)
[\(Report\) City of Pensacola P1 - Olive Tree Consulting](#)

REVIEW OF CONSENT AGENDA ITEMS

2. [23-00784](#) AMENDMENT TO INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

Recommendation: That City Council approve the Amendment to the Interlocal Agreement for Local Government Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits with the Escambia County Housing Finance Authority to coordinate local government support of applications from developers within the City limits for Florida Housing Finance Corporation multi-family RFAs requiring tax exempt bonds. Further, that the Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: D.C. Reeves

Attachments: [ECHFA Amendment to Interlocal Agreement](#)

3. [23-00793](#) APPROVAL OF UTILITY WORK BY HIGHWAY CONTRACT AGREEMENT NO. 426935-2-56-02 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION OF STORMWATER PIPING ACROSS SCENIC HIGHWAY AT ITS INTERSECTION WITH LANGLEY AVENUE
- Recommendation:** That City Council approve Utility Work by Highway Contract Agreement No. 426935-2-56-02 with the State of Florida Department of Transportation (FDOT) for construction of stormwater piping across Scenic Highway at its intersection with Langley Avenue. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the mayor's executive powers, as granted in the City Charter
- Sponsors:** D.C. Reeves
- Attachments:** [Utility Work by Highway Contractor Agreement](#)
[Rendering of Proposed Pipe](#)
4. [23-00759](#) PROPOSED REVISIONS - PORT TARIFF NO. 5A
- Recommendation:** That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.
- Sponsors:** D.C. Reeves
- Attachments:** [Proposed Revised Port Tariff No. 5A](#)
5. [23-00752](#) COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH COUNCIL ON AGING OF WEST FLORIDA, INC.
- Recommendation:** That City Council approve an Agreement for Services between the City of Pensacola and Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter
- Sponsors:** D.C. Reeves
- Attachments:** [FY 2023-24 CDBG Council on Aging Agreement](#)

6. [23-00777](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7
- Recommendation:* That City Council approve funding of \$400 to First City Arts Alliance for the Pensacola Mural Fest and \$1,000 for the Watson Family Foundation Thanksgiving Food Giveaway from the City Council Discretionary Funds for District 7.
- Sponsors:* Delarian Wiggins
7. [23-00781](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4.
- Recommendation:* That City Council approve funding of \$500 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 4.
- Sponsors:* Jared Moore
8. [23-00796](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5
- Recommendation:* That City Council approve funding of \$1,000 to OnBikes Pensacola, \$500 to the Sons and Daughters of Italy in America and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 5.
- Sponsors:* Teniade Broughton
9. [23-00797](#) DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1
- Recommendation:* That City Council approve funding of \$1,000 for The Watson Family Foundation Thanksgiving Food Give Away, \$1,000 to Ecomfort, Inc. at the Epps Christian Center, \$1,000 for the H.Y.P.E. Annual Turkey Drive and \$2,500 to Pensacola Habitat for Humanity from the City Council Discretionary Funds for District 1.
- Sponsors:* Jennifer Brahier

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

10. [23-00719](#) REQUEST FOR LICENSE TO USE (LTU) RIGHT OF WAY - 801 EAST GREGORY STREET
- Recommendation:* That City Council consider the request for a License to Use (LTU) Right of Way for improvements at 801 East Gregory Street.
- Sponsors:* D.C. Reeves
- Attachments:* [License to Use Application - 801 E. Gregory Street](#)
[Planning Board Minutes September 12, 2023 DRAFT](#)
[KERIOTH LTR - Terms of LTU - Proposed Homewood Suites](#)

11. [23-00804](#) FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP
- Recommendation:** That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for six months through March 31, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Fourth Addendum to the Partial Assignment to Valencia Option Agree](#)
12. [23-00806](#) FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP
- Recommendation:** That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for five months through February 29, 2024. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.
- Sponsors:** D.C. Reeves
- Attachments:** [Fourth Addendum to the Partial Assignment to Inspired Option Agree](#)

13. [23-00743](#) FEMA FY2023 PORT SECURITY GRANT PROGRAM - ACCEPTANCE
OF GRANT NO. EMW-2023-PU-00455: MOBILE COMMAND CENTER

Recommendation: That City Council accept the FEMA FY2023 Port Security Grant Program - Grant No. EMW-2023-PU-00455: Mobile Command Center in the amount of \$493,336.00 based on the Department of Homeland Security. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: D.C. Reeves

Attachments: [Federal Emergency Management Agency Pensacola Police Departm](#)
[Mobile Command Center Build Sheet](#)
[Drawings of 30-foot Mobile Command Center -Jacksonville](#)
[Award letter re FEMA FY 2023 Port Security Grant No. EMW-2023-F](#)
[Supplemental Budget Resolution No. 2023-079](#)
[Supplemental Budget Explanation No. 2023-079](#)

14. [2023-079](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-079 - FEMA
FY2023 PORT SECURITY GRANT PROGRAM - GRANT NO.
EMW-2023-PU-00455: MOBILE COMMAND CENTER

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-079.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-079](#)
[Supplemental Budget Explanation No. 2023-079](#)

15. [2023-081](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-081 - TO
RECOGNIZE OSCEOLA MUNICIPAL GOLF COURSE FY 2023
REVENUE

Recommendation: That City Council adopt supplemental budget resolution No. 2023-081:

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

Sponsors: D.C. Reeves

Attachments: [Supplemental Budget Resolution No. 2023-081](#)
[Supplemental Budget Explanation No. 2023-081](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00812

City Council

10/26/2023

PRESENTATION ITEM

FROM: D.C. Reeves, Mayor

SUBJECT:

PRESENTATION: PARKING CONSULTANT UPDATES

REQUEST:

That City Council receive a presentation prepared by the City's engaged Parking Consultant

SUMMARY:

In August of 2023, the City contracted with Olive Tree Consulting to perform a citywide review of parking. This presentation allows the City Council the opportunity to hear directly from the Consultant with their findings

PRIOR ACTION:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Lissa Dees, Constituent & Parking Services Director

ATTACHMENTS:

1) Parking Consultant Presentation

PRESENTATION: Yes

CITY OF PENSACOLA

PARKING CONSULTATION 2023

Phase 1 Presentation

SUBMITTED TO:

PENSACOLA
FLORIDA'S FIRST & FUTURE

 **OLIVE TREE**
CONSULTING

DOWNTOWN PARKING SURVEY:

PERSPECTIVES FROM THE COMMUNITY



SURVEY

Travel

79%

Of respondents travel downtown via personal vehicle or motorcycle.



Where

68%

park on-street when visiting downtown for recreation.



Finding Parking



73%

stated it is somewhat difficult or extremely difficult to find a parking space downtown.

Price

\$1+

56%

chose \$1-\$4 or more as the price they would be willing to pay per hour for a perfect parking experience.

Concern

#1



the most common concern when parking downtown is the limited availability of spaces.

88%



find the most challenging time to find parking is in the afternoons or evenings.



Mobile Payment Providers

Comparison

	PAYBYPHONE	PARKMOBILE	FLOWBIRD	PASSPORT
FUNCTIONALITY RATING	90.71%	95%	88.57%	91.05%
CAPABILITY RATING	96%	99%	93%	94%
MUNICIPALITIES IN FLORIDA	15	23	11	25
YEAR 1 TXN FEE	.25	.25	.16	.35
APP STORE RATINGS	4.8 / 507,000	4.8 / 1,200,000	4.2 / 8,100	4.8 / 97,000
NATIONAL USER BASE	30M	50M	1M	26M
FLORIDA USER BASE	1M	7.8M	150K	1.3M

This chart is based on information provided by each named vendor as well as data collected by Olive Tree Consulting LLC. Ratings are opinion of Olive Tree Consulting LLC.



Survey Results indicate:

Availability of space is the primary concern, not cost.

#1 Concern

Limited availability of spaces



73%

Finding a parking space is difficult.

21%

Said primary concern was cost

31%

Didn't know what color indicates city or privately managed parking.

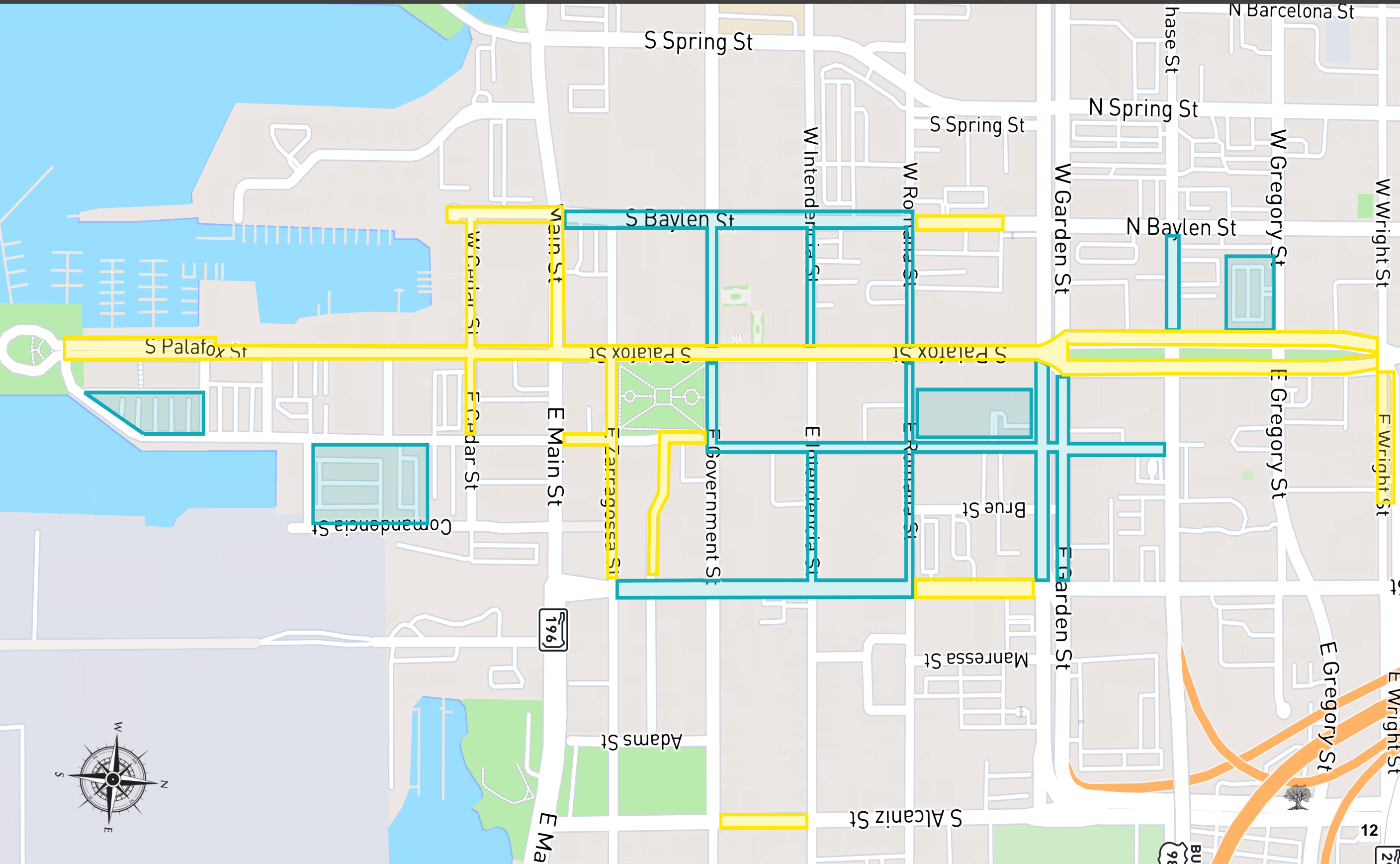


Current

CURRENT
PAID
PARKING

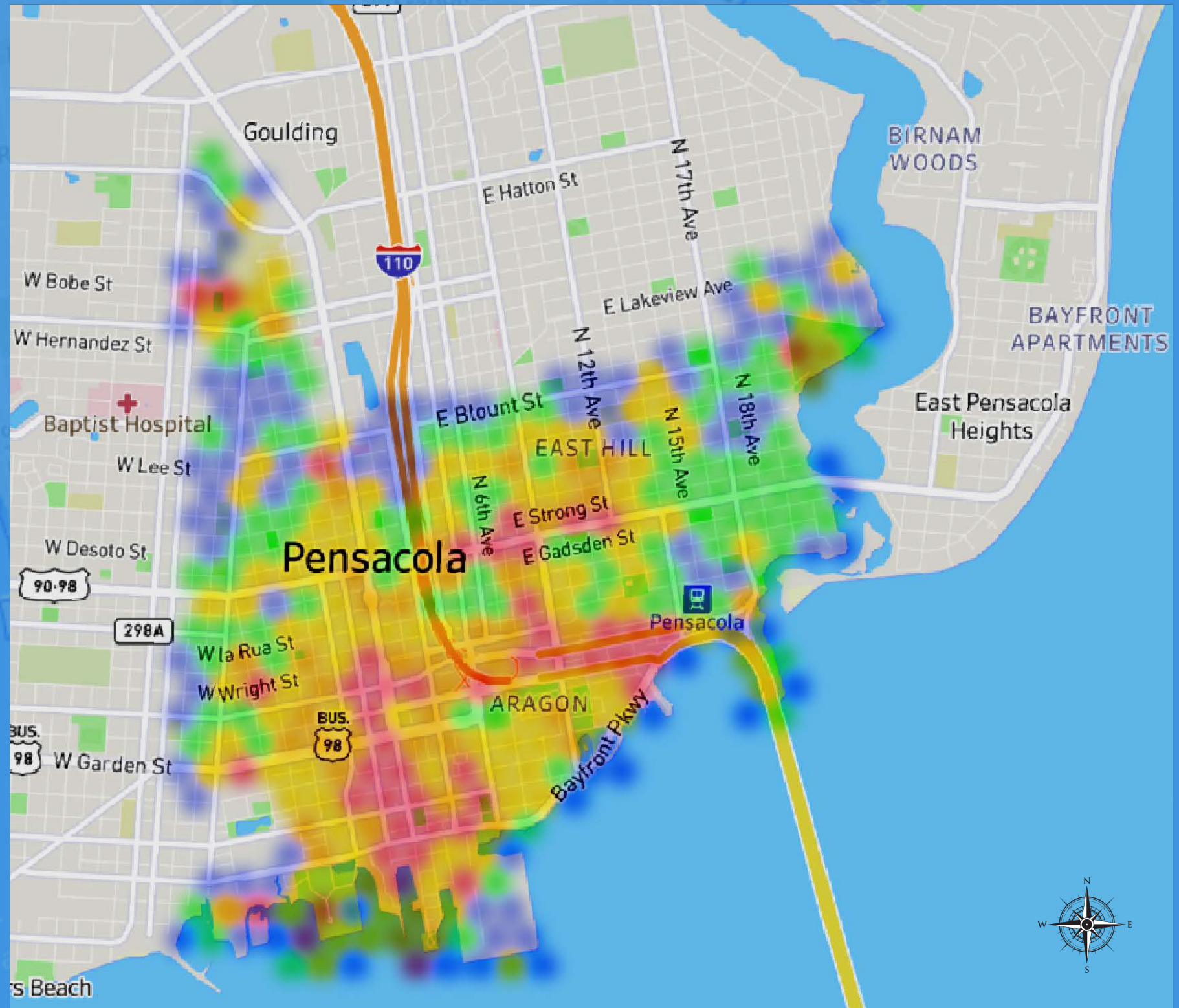


2 Hr (Free)
PARKING





Haas Center
UNIVERSITY of WEST FLORIDA

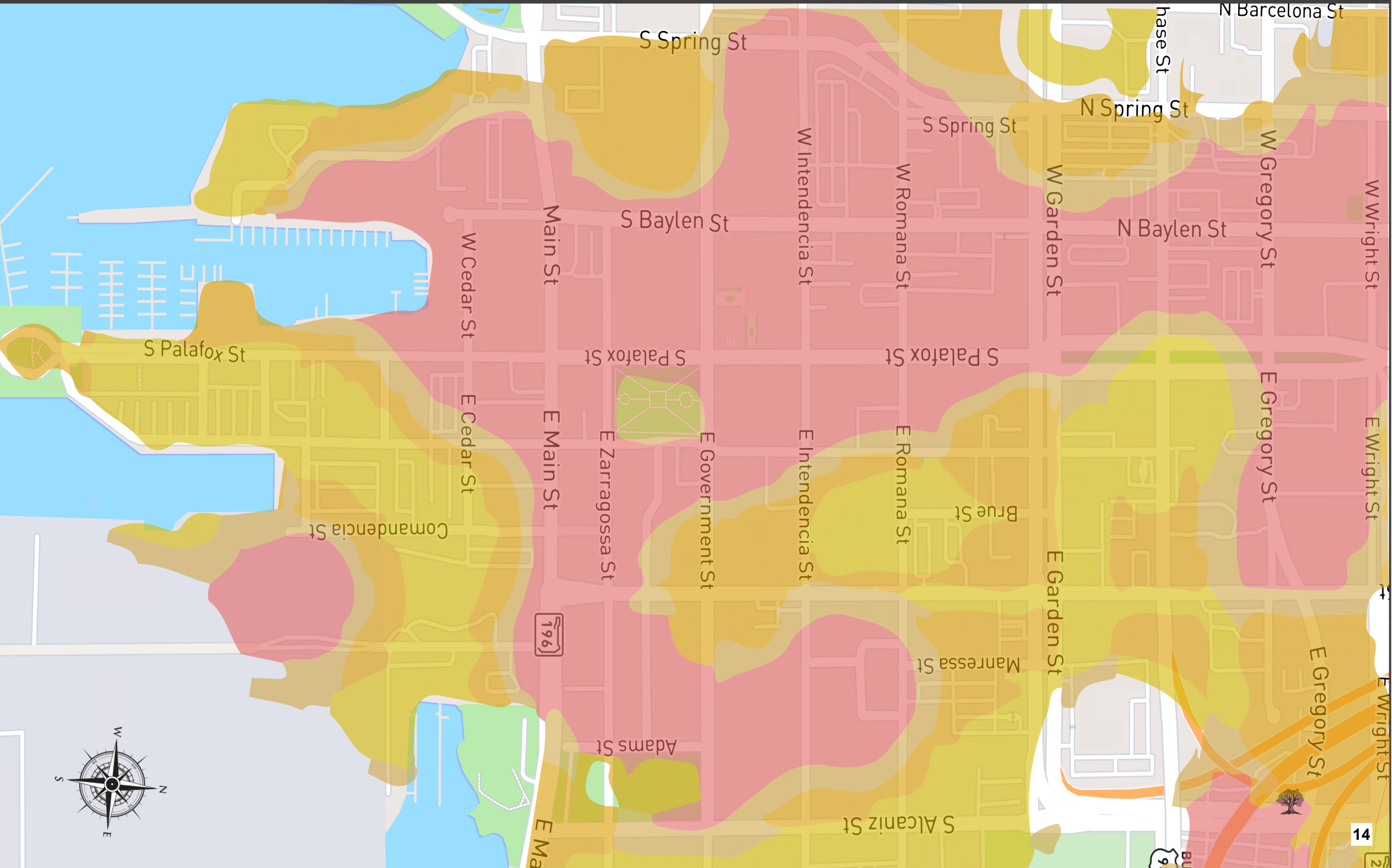


Visitor Volume to District 6 by location.
Data sampled from 3/1/2023 – 8/31/2023





Density Overlay

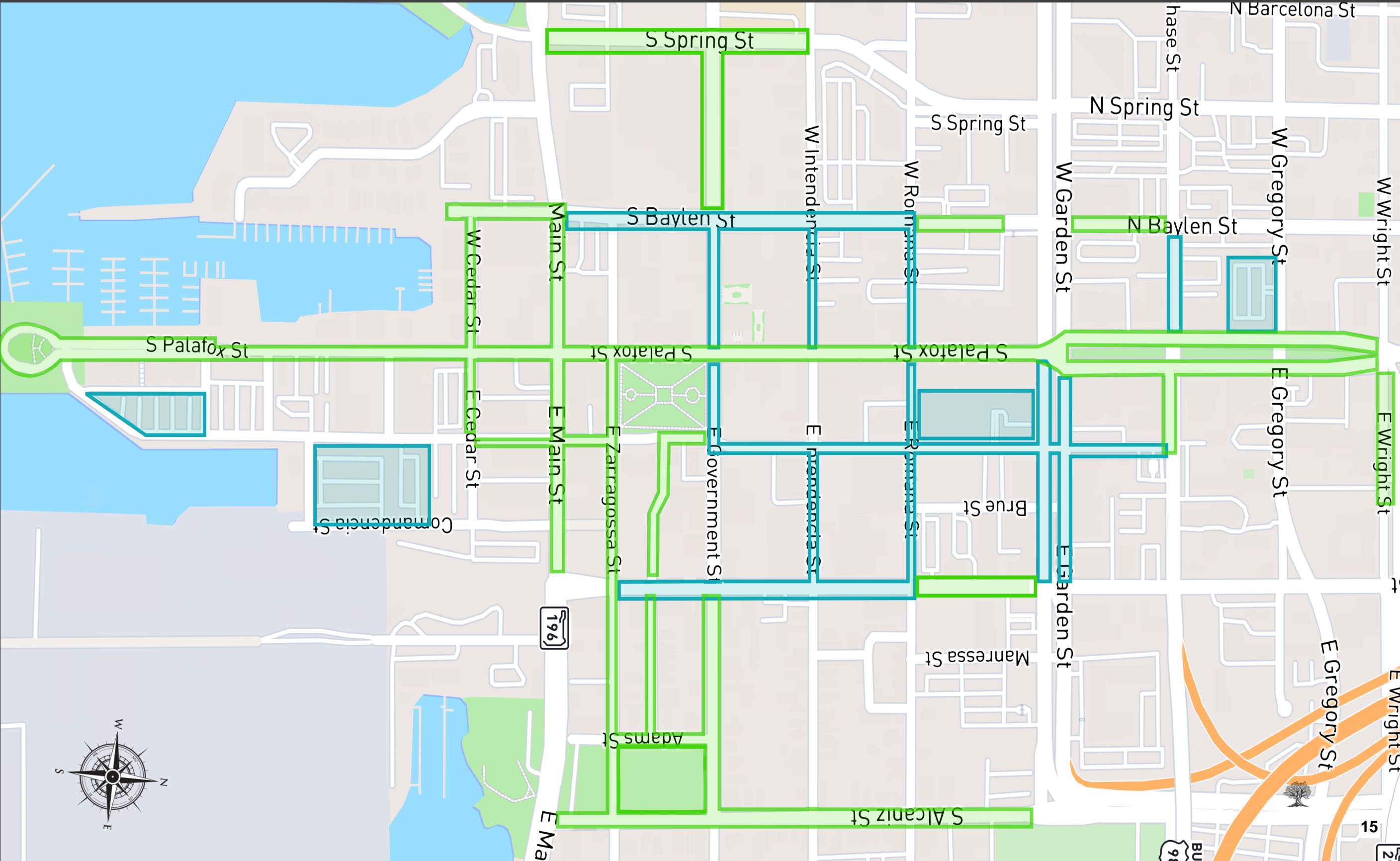


Recommended

CURRENT
PAID
PARKING

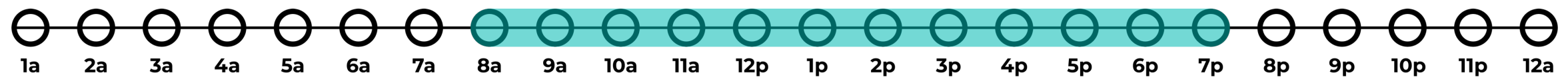


PROPOSED
ADDITIONAL
PAID PARKING

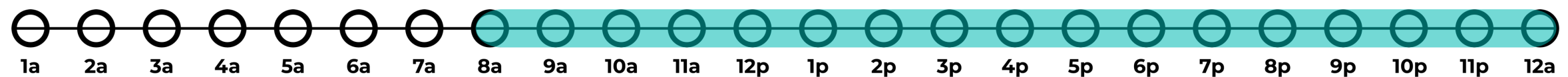


Parking Hours

CURRENT PAID PARKING HOURS



RECOMMENDED PAID PARKING HOURS



88% find the most challenging time to find parking is in the afternoons or evenings.





Haas Center

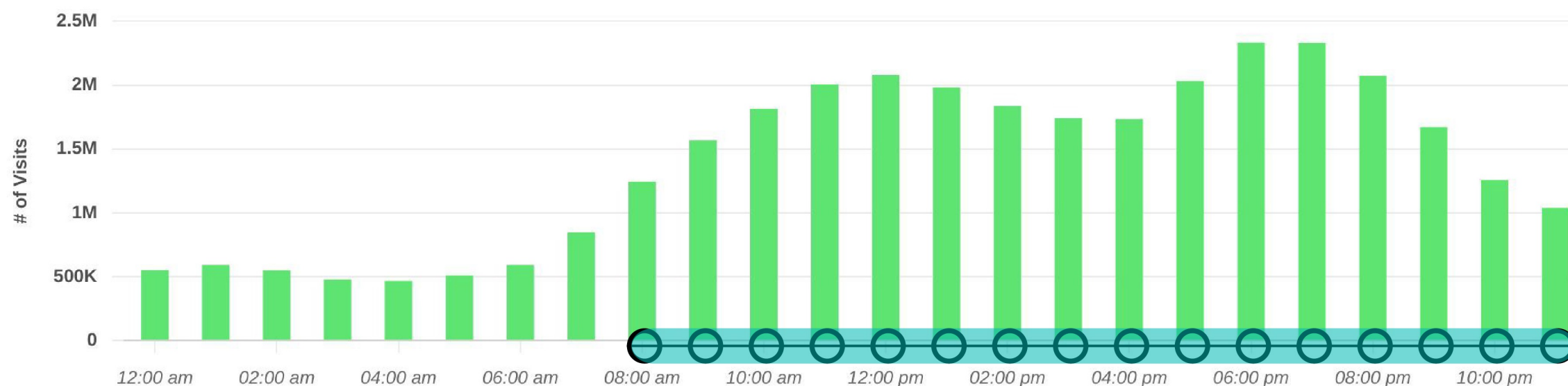
UNIVERSITY of WEST FLORIDA

Visitor Volume to District 6 by Hour.

Data sampled from 3/1/2023 – 8/31/2023

Hourly Visits

● City of Pensacola Incorporate...
Pensacola, FL



Visits | Mar 1st, 2023 - Aug 31st, 2023

Data provided by Placer Labs Inc. (www.placer.ai)



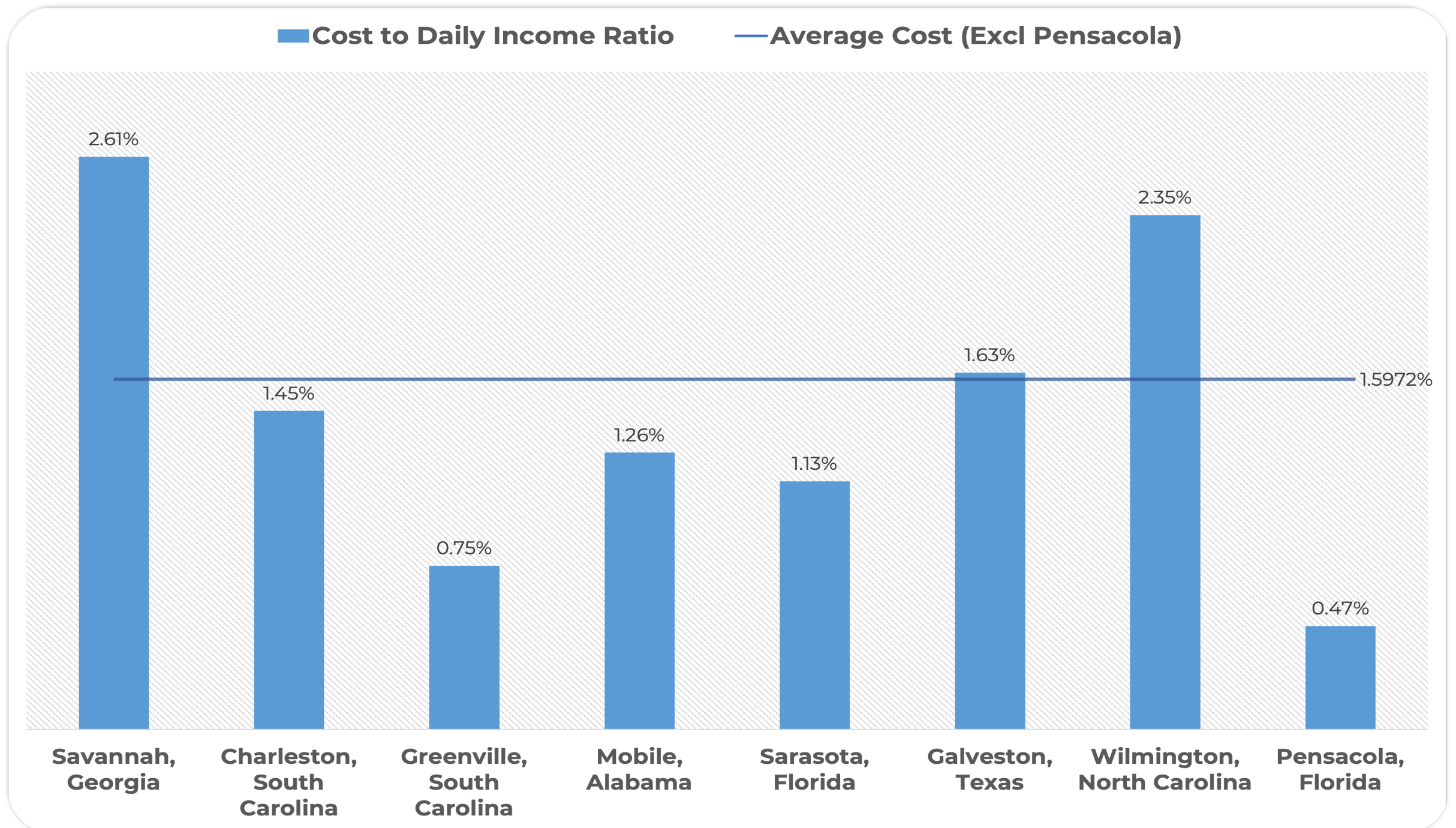
Overlay

Recommended paid parking hours.



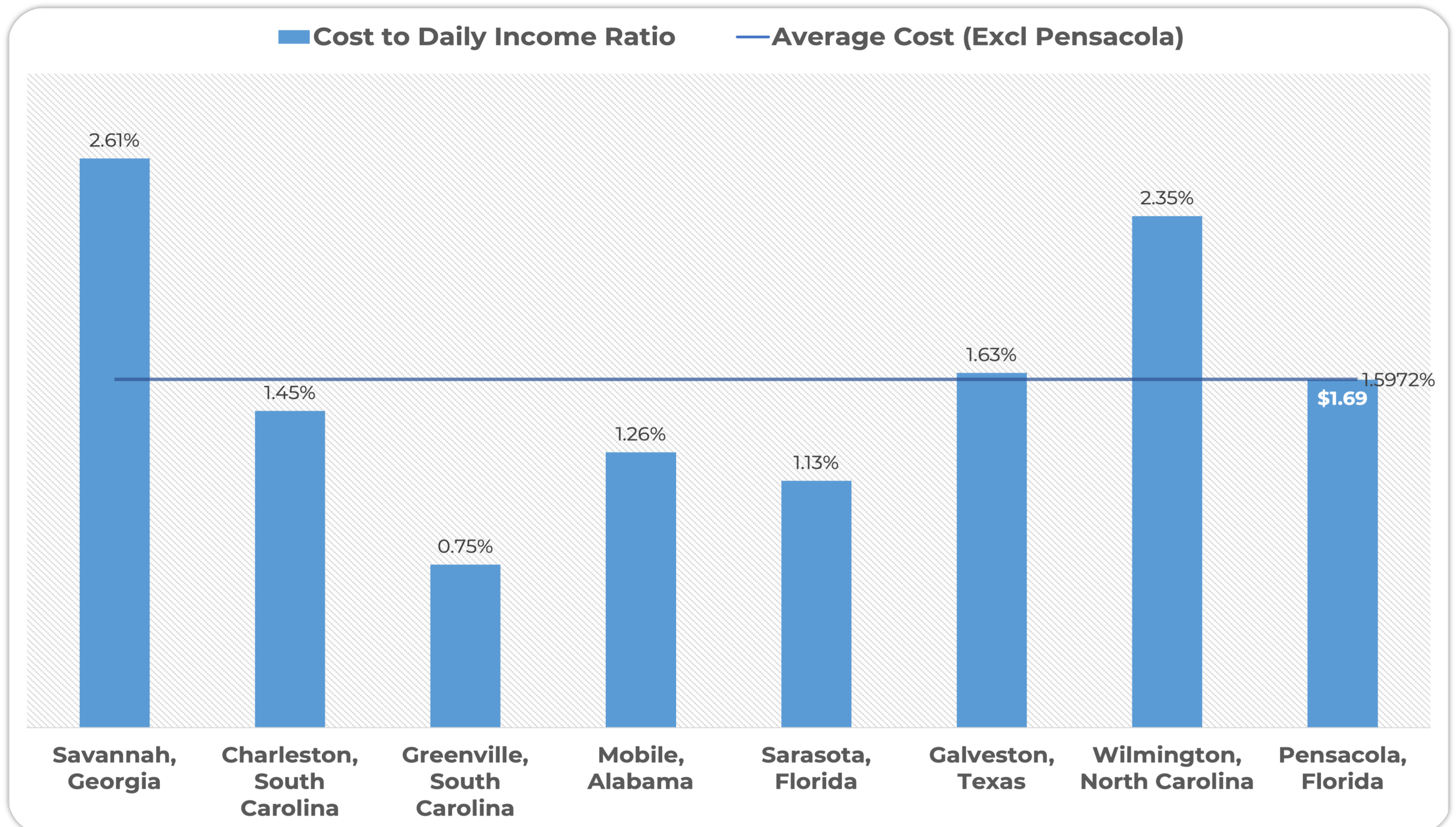
Parking Price

How does Pensacola compare?



Parking Price

Adjust to Align



Pricing Strategy



56% would pay \$1- \$4 or more

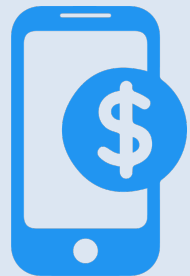


Overall Benefits

Parking Experience



Easier to find parking



Easier to pay



Improved infrastructure



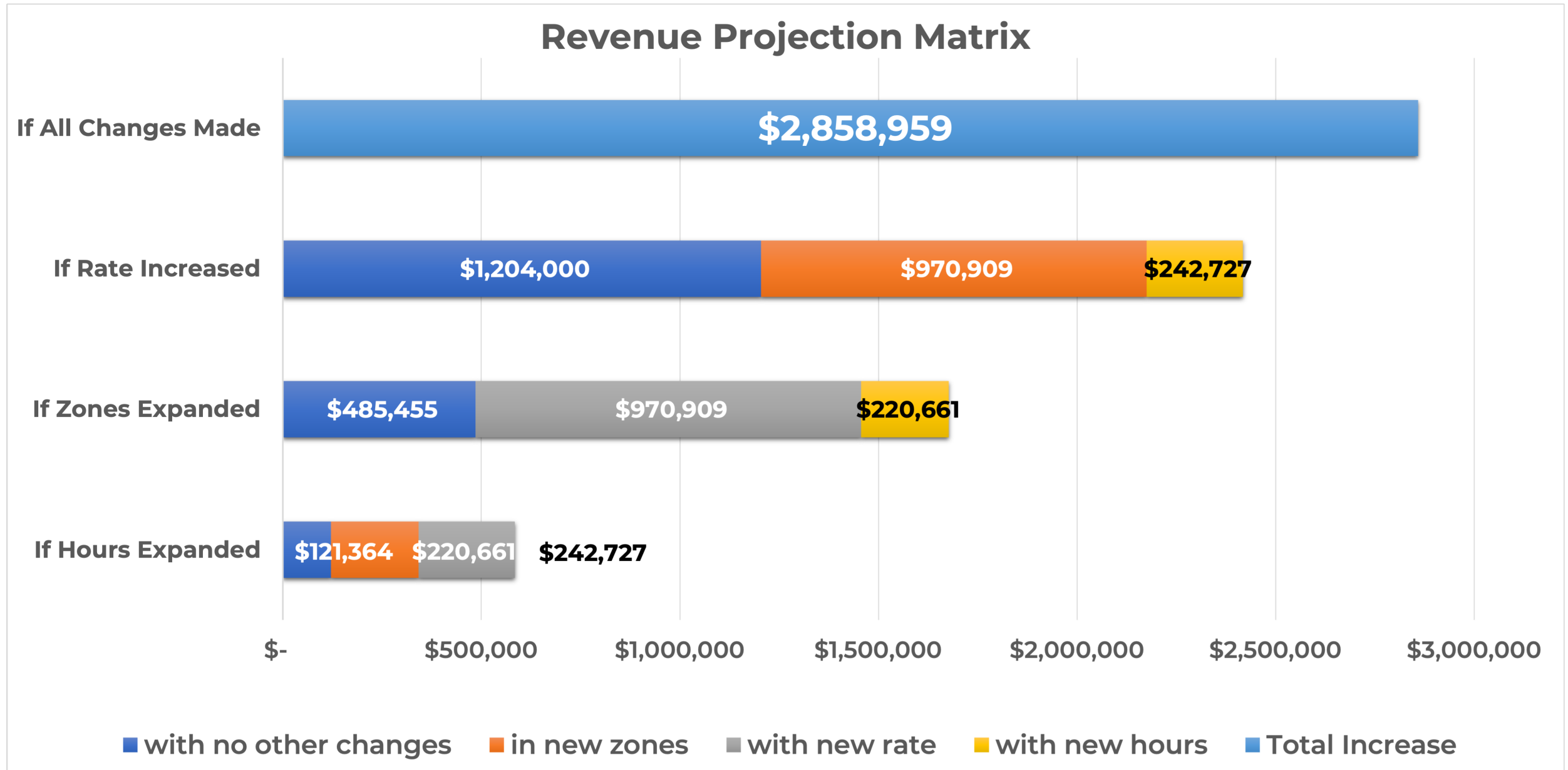
Stronger local economy



Reduced vehicular congestion



Projected Revenue Lift



The following calculations are projections in Gross Revenue, assuming recommendations are adopted as presented and the changes are inelastic.

If all Recommendations are adopted, the projected revenue is \$2,858,959.



Potential Benefits Funded by Parking



**Downtown Employee
Parking Program**



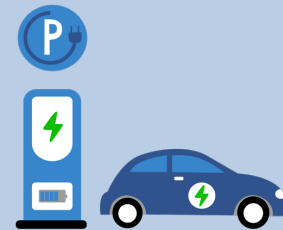
Pedestrian Infrastructure



Structured Parking



Safety Improvements



**Electric Vehicle
Infrastructure**



**Enhanced Cleaning
Program**



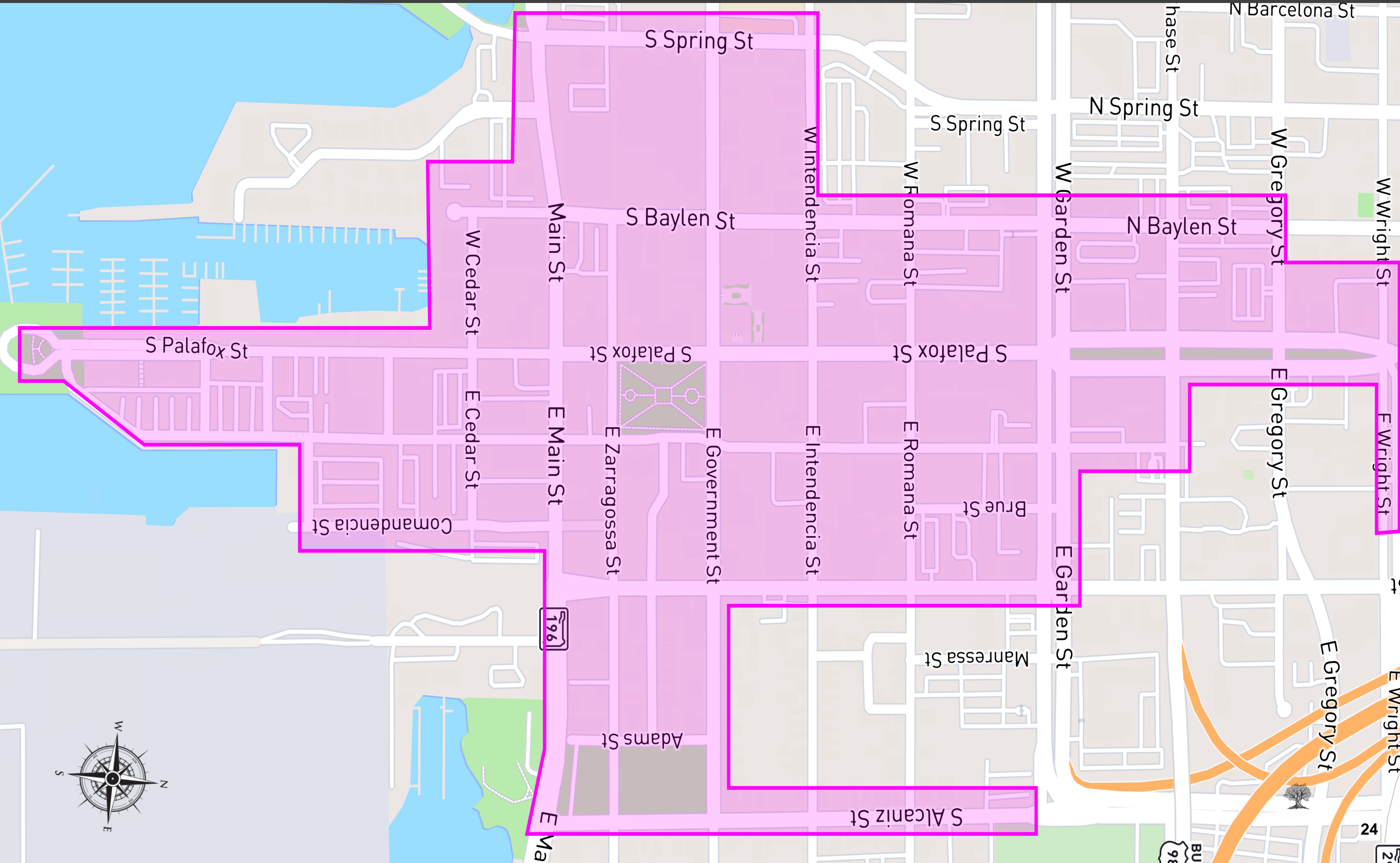
Urban Greenery Program



Bicycle Infrastructure



Recommended Parking Benefits Area





THANK YOU

PHILIP OLIVIER

OLIVE TREE
CONSULTING



CITY OF PENSACOLA

PARKING CONSULTATION 2023

Phase 1 Report

SUBMITTED TO:

PENSACOLA
FLORIDA'S FIRST & FUTURE

 **OLIVE TREE**
CONSULTING



2023

CONTENTS



Executive Summary

Section 1 Contextual Studies

Section 2 Analysis & Recommendations

2.1 Technology

2.2 Parking Zones

2.3 Policy

2.4 Pricing

Section 3 Parking Benefits Area

Section 4 Recommended Implementation Timeline

Conclusion



BACKGROUND |

In recent years, Pensacola has undergone significant transformations in its parking policies, software, and management. This consultation seeks to enhance the user experience of citywide parking options, harmonizing the social, environmental, and economic priorities of both the city and its residents. Our focus includes a comprehensive review of software for parking management, a rejuvenation of the pricing model for both short-term and extended parking, adjustments to area where paid parking is in effect and how these initiatives can improve the community and advance the local economy.

PAID PARKING |

Paid parking in downtown areas is indispensable for several compelling reasons. First, by promoting parking turnover, paid parking bolsters local businesses. It ensures patrons find convenient spots near establishments, augmenting foot traffic and revenue, and thus invigorating the city's economic heartbeat. Next, it provides a valuable revenue stream for the city, which can be funneled back into enhancing infrastructure and augmenting public services, elevating the overall living experience for its residents. Furthermore, it effectively manages traffic congestion by moderating vehicle flow, preventing downtown spaces from being saturated with vehicles and preserving efficient transportation routes. In essence, paid parking is a cornerstone in urban planning, contributing substantially to traffic management, city revenue, and local business prosperity.

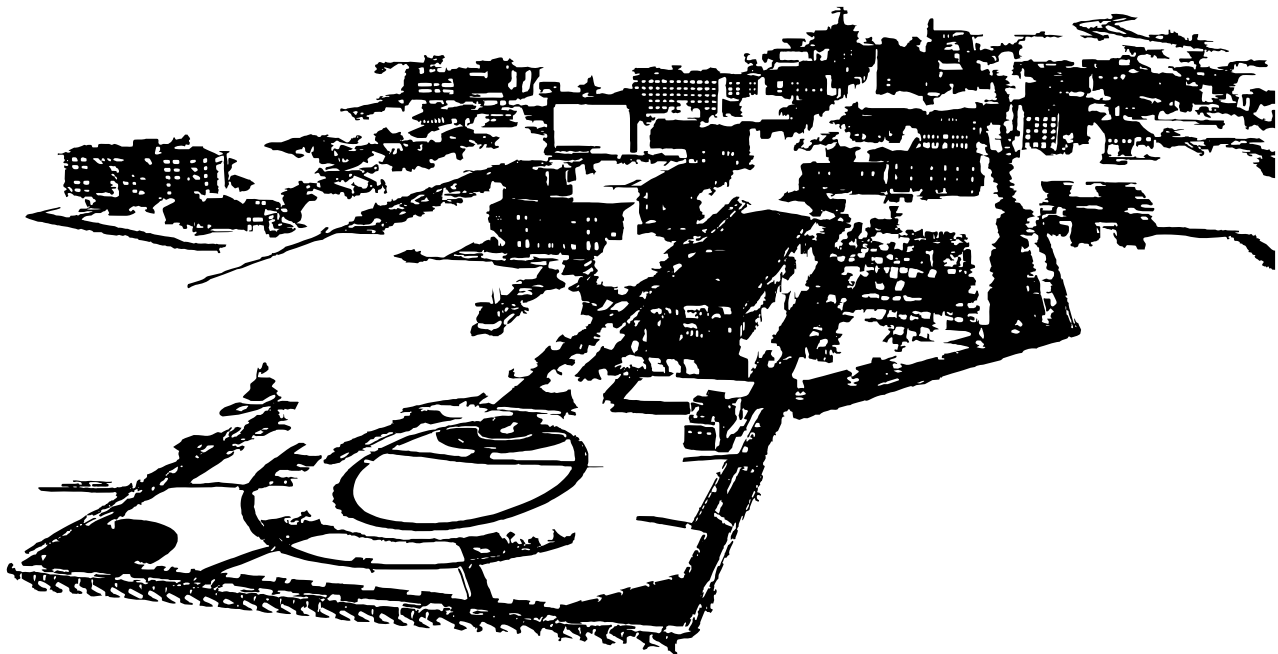




OBJECTIVES OF PHASE 1 REPORT

This consultation seeks to transform parking in the City of Pensacola, by elevating its operational procedures and strategies, ensuring fair distribution of parking revenues for community benefit, and amplifying the city's capacity to provide a consistent parking experience for all.

In Phase 1, we chart the foundational steps crucial for paving the way for nuanced refinements in subsequent phases. By executing these initial recommendations, the City will be poised to integrate forthcoming suggestions, culminating in a holistic overhaul of the parking system.



EXISTING CONDITIONS |

The City of Pensacola has made commendable strides in its parking infrastructure with its present technology, operational tactics, and policies. Yet, there remains ample scope for enhancement, particularly in refining in-house operations to pave the way for a more user-friendly and cohesive downtown parking experience. Downtown Pensacola's parking landscape revolves around two principal asset categories:

1. Privately-owned properties managed by independent parking operators.
2. Public properties under the City of Pensacola's jurisdiction, marked by straightforward pricing and conventional municipal enforcement.

The dichotomy in operational strategies between the two main asset classes results in a fragmented and unpredictable parking journey for the average patron. There is growing concern within the City of Pensacola that such inconsistency may deter frequent downtown visitations, gradually diminishing the vitality of the city center.



DOWNTOWN PARKING SURVEY: PERSPECTIVES FROM THE COMMUNITY



SURVEY

Travel

79%

Of respondents travel downtown via personal vehicle or motorcycle.



Where

68%

park on-street when visiting downtown for recreation.



Finding Parking

HARD



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find the most challenging time to find parking is in the afternoons or evenings.

Concern

#1



the most common concern when parking downtown is the limited availability of spaces.





CONTEXTUAL STUDIES |

To create better aligned strategies and to advance the City of Pensacola's parking landscape, we review and analyze Urban Planning leaders and other Municipalities that have refined the key role of parking in an Urban Environment. The following section outlines contextual information of public knowledge and events that inspire the recommendations set forth herein. They are not official recommendations of Olive Tree Consulting, but rather the supporting ideas that are driving the recommended changes to the City of Pensacola's parking operations.



Context 1

Donald Shoup:
How to get parking right



Context 2

Study: City of Sacramento



Donald Shoup: How to get parking right



CIVICCON

In October 2018, Donald Shoup, an Urban Planning professor at UCLA and a well-known authority on parking, delivered a guest lecture at CivicCon in Pensacola. He discussed the topic of "how to get parking right" and shared his viewpoint on enhancing parking by following three essential principles, which he had initially outlined in his 2005 book titled *The High Cost of Free Parking*. The following are actionable takeaways from this event.



1. Variable Pricing for Optimal Occupancy: The professor emphasized the importance of utilizing variable pricing for parking. The strategy involves setting parking prices at the lowest feasible level while aiming to always maintain an 85% occupancy rate. This approach ensures that parking spaces are efficiently utilized without causing overcrowding or underutilization.

2. Revenue Allocation for Community Benefits: The revenue generated from paid parking should be directed towards enhancing the community. This involves using the funds to cover the costs of implementing various community benefits in the specific streets and blocks where paid parking is in effect.

3. Community Benefit Options: The lecture highlighted a range of community benefits that have proven successful in other cities and could be considered for implementation in the City of Pensacola. These benefits include free Wi-Fi, better lighting, heightened security measures through cameras or patrols, increased greenery and landscaping, subsidized public parking or transit passes for downtown workers, and improved street and sidewalk maintenance.



4. Outcome-Driven Pricing: The professor advocated for determining parking pricing based on the desired outcome rather than relying on decisions by the City council. For instance, the goal of achieving an 85% occupancy rate on each block or parking area should guide the pricing strategy. By setting prices in a manner that aligns with this occupancy target, the city can effectively manage parking demand and supply.

Overall, the lecture underscored the significance of adopting a flexible pricing strategy, using parking revenue to enhance the local community, and aligning pricing decisions with specific occupancy goals to create a more efficient and beneficial parking system in downtown areas.



Study: City of Sacramento



The City of Sacramento has pioneered an approach to parking management through the implementation of advanced technology and strategic partnerships. By investing in modern equipment and systems, the city has not only efficiently managed its own parking assets but also extended its services to private properties through innovative Certified Partner Programs. This analysis delves into the key details of the program and its implications.



One of the cornerstones of the City's approach is the establishment of the "Certified Partner" programs, which exemplify a collaborative effort between public and private entities. This initiative allows private property owners to leverage the City's expertise in parking management while maintaining control over certain aspects of their property. This arrangement is a testament to the City's commitment to scaling operations and maximizing the benefits of their investments.



PROGRAM 1

Under the "POMA" (Parking Operations Management Agreement) framework, the "SacPark" program assumes a comprehensive role akin to a property manager. By taking charge of payment collection, enforcement, and maintenance, "SacPark" provides a holistic solution to parking asset management. This approach is advantageous for property owners who wish to offload the administrative burden while focusing on their core interests.





PROGRAM 2

The "Enforcement Only Agreement" serves as another avenue for private property owners and parking operators to tap into the City's parking management prowess. This arrangement allows these entities to benefit from "SacPark's" enforcement services by leveraging the power of municipal collection capabilities, streamlining operations and enhancing compliance. The retention of enforcement revenue by "SacPark" establishes a clear incentive for effective enforcement practices. One requirement for entities to be eligible for this program is the use of the same credentialing systems as the City to maintain efficiency in the enforcement and management process.



PROGRAM 3

The "Monthly Parking Management Agreement" allows private properties and operators to leverage the robust permit management system and administration that SacPark has already built. This is best for a property that has routine users but is not available for hourly or daily use by the general public.



The success of the Certified Partner Programs underscores the City of Sacramento's commitment to innovation and collaboration in the realm of parking management. By offering various levels of partnership, the city has created a dynamic ecosystem where both public and private stakeholders can mutually benefit. This approach not only optimizes revenue streams but also enhances operational efficiency, cleanliness, and overall user experience within the managed parking locations.

The City of Sacramento's innovative parking programs, as exemplified by the Certified Partner Programs, represent a forward-thinking approach to parking asset management. Through these programs, the city has effectively combined advanced technology, strategic partnerships, and revenue-sharing mechanisms to create a win-win scenario for all stakeholders involved. This approach sets a compelling example for other municipalities seeking to modernize their parking management practices while fostering collaborative growth.



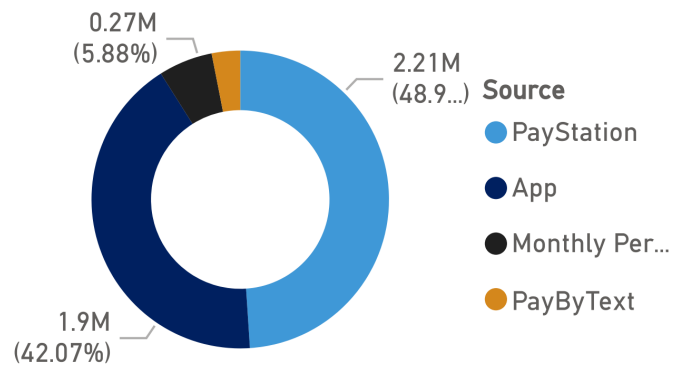
Current Technology

Mobile Payment Provider: Parkeon Inc. DBA Flowbird

Flowbird offers a “white-label” version of their mobile payment app to the City of Pensacola. This rebranded app is what residents call ParkPensacola. The ParkPensacola app has received mixed reviews since it’s implementation and has been found in the recent parking survey to be a potentially problematic component of the parking experience in Downtown Pensacola.

Examinations of other municipalities reveal that mobile app usage for parking payments in the City of Pensacola is comparatively low. Generally, mobile apps offer a more streamlined user experience by allowing payment and license plate information to be stored, thereby simplifying and expediting the purchase process. Nonetheless, the prevalent use of pay meters for parking in the city suggests that our current app may not be providing the desired level of user-friendliness.

Transactions by Source



This graphic displays source of transactions represented as a percentage of all transactions. The data set is all transactions city wide from August 1st, 2022 to July 31st, 2023.



Mobile Payment Providers Comparison

	PAYBYPHONE	PARKMOBILE	FLOWBIRD	PASSPORT
FUNCTIONALITY RATING	90.71%	95%	88.57%	91.05%
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NATIONAL USER BASE	30M	50M	1M	26M
FLORIDA USER BASE	1M	7.8M	150K	1.3M

This chart is based on information provided by each named vendor as well as data collected by Olive Tree Consulting LLC. Ratings are opinion of Olive Tree Consulting LLC.



Mobile Payment Provider

Recommendation: ParkMobile

For the City of Pensacola's quest to revamp its parking system, ParkMobile emerges as the preeminent choice among mobile payment providers. One of ParkMobile's most compelling strengths is its extensive integration in Florida, being contracted with an impressive 23 municipalities. This dense network provides a testament to its reliable service and local expertise. In addition, ParkMobile's App Store rating stands at an outstanding 4.8, backed by an overwhelming 1,200,000 reviews, signaling a consistent and satisfying user experience. While Paybyphone also boasts a 4.8 rating, it's reinforced by fewer ratings and is contracted with fewer municipalities in Florida. Furthermore, the incumbent provider, Flowbird, trails behind with a lower App Store rating of 4.2 and is contracted with only 11 municipalities. What sets ParkMobile distinctly apart is its robust user base: a staggering 7.8 million active users in Florida and an enviable 50 million users nationwide. This dense user base not only indicates trust and adaptability but also suggests a potential ease of transition for users migrating or interfacing with different cities in the state or nation. In summary, ParkMobile's proven usability, advanced functionality, and extensive user network make it the optimal choice for the City of Pensacola.



Paid Parking Zones

In response to the evolving dynamics of downtown Pensacola, the proposed expansion of paid parking within the urban core represents a forward-thinking initiative aimed at addressing the complex needs of our vibrant city. With the existing parking infrastructure stretched to its limits and the demand for downtown access growing steadily, it has become imperative to transition from a system reliant on free, time-limited parking to a more sustainable paid parking model. This strategic shift will drive equitable access to parking spaces and businesses situated along the newly designated streets. By introducing this expansion, we aim to create an environment that fosters economic vitality, encourages a thriving local business community, and facilitates convenient access for residents and visitors alike, all while promoting efficient parking management in downtown Pensacola.



The downtown parking survey revealed that the primary concern among respondents regarding parking downtown is the limited availability of spaces. In addition, 73% found locating a parking space to be difficult or extremely difficult. Expanding the scope of paid parking enables the city to manage downtown spaces more broadly and precisely, enhancing the likelihood of finding available spots throughout downtown Pensacola.

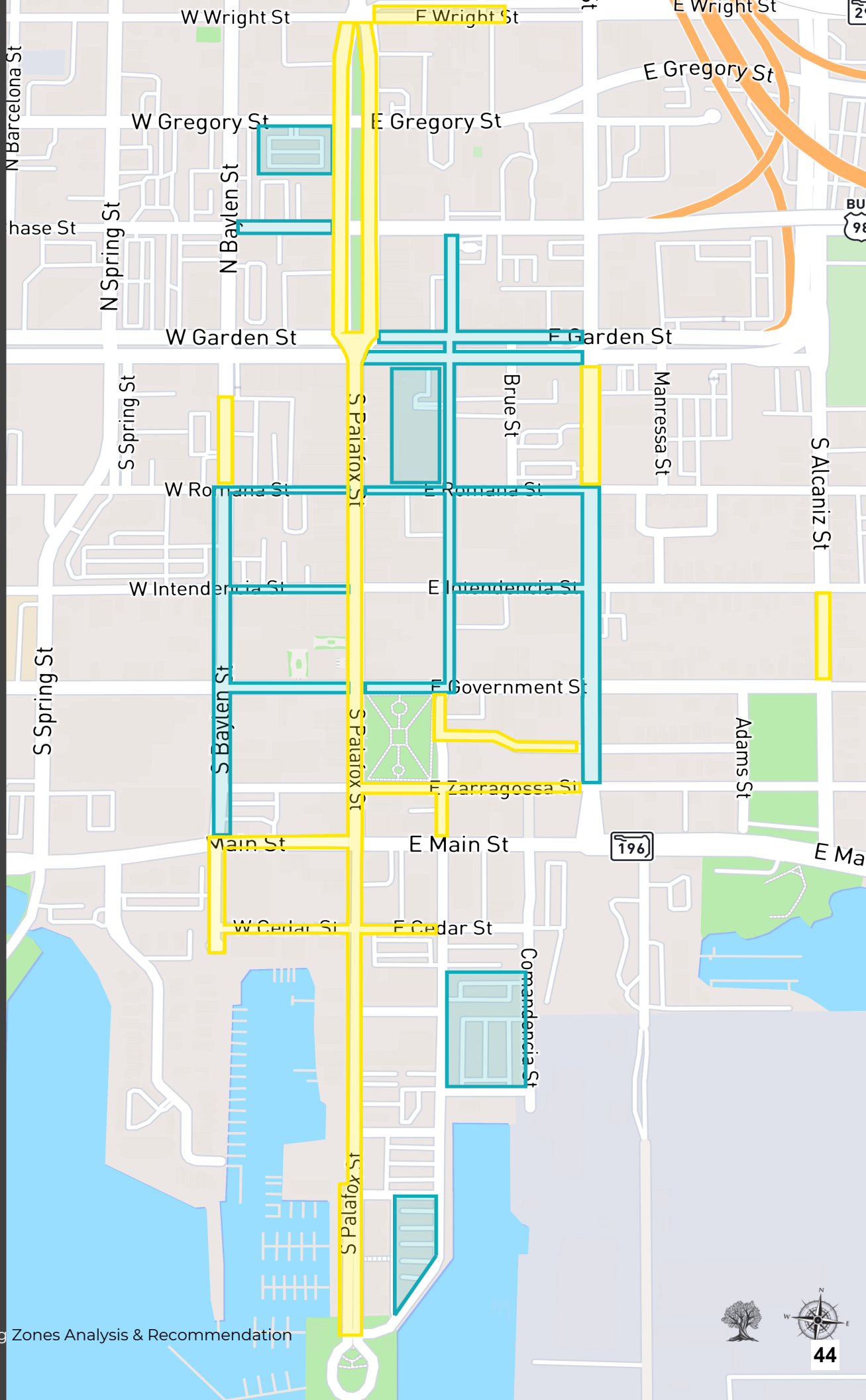


Current

**CURRENT
PAID
PARKING**



**2 Hr (Free)
PARKING**



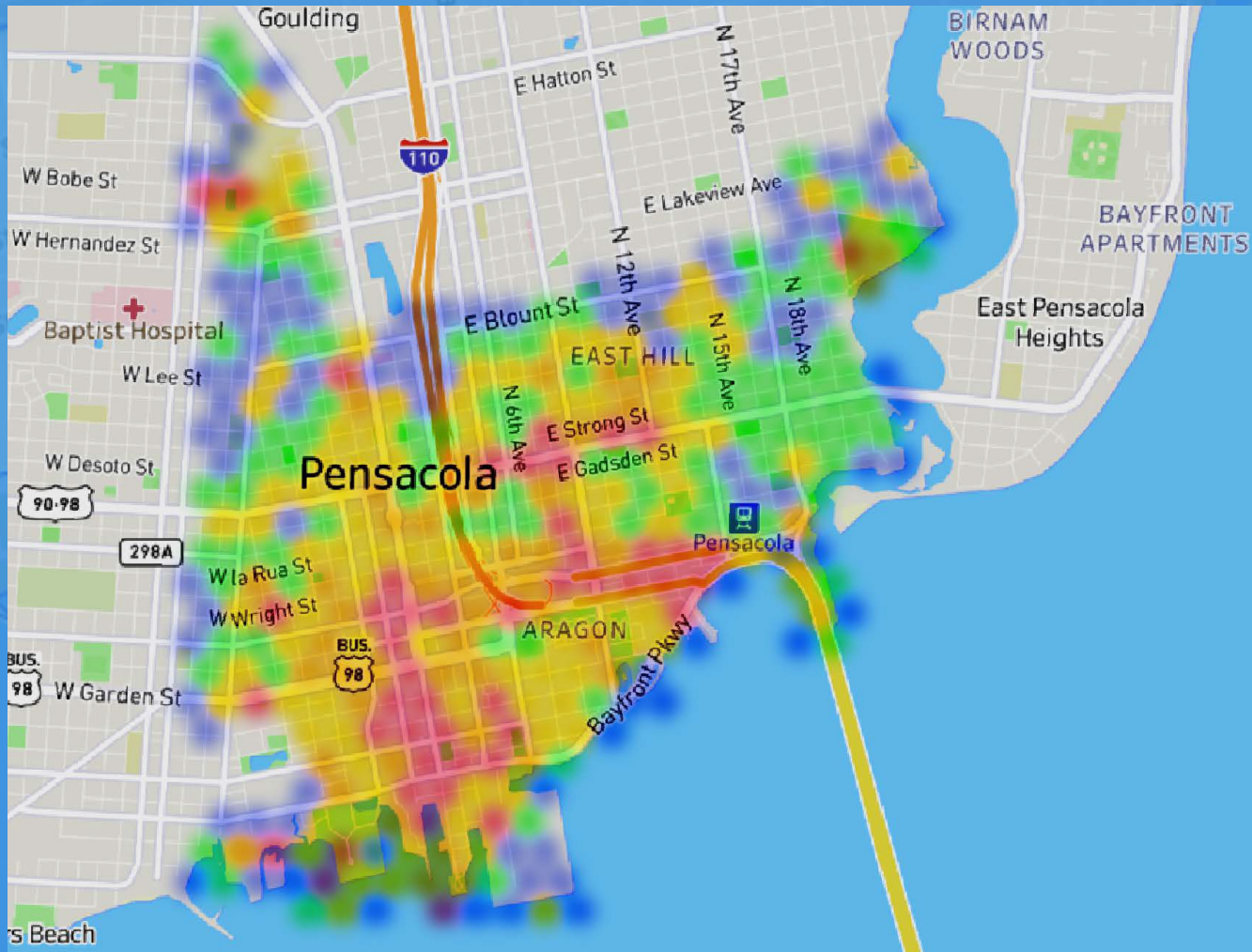


Haas Center

UNIVERSITY of WEST FLORIDA

Visitor Volume to District 6 by location.

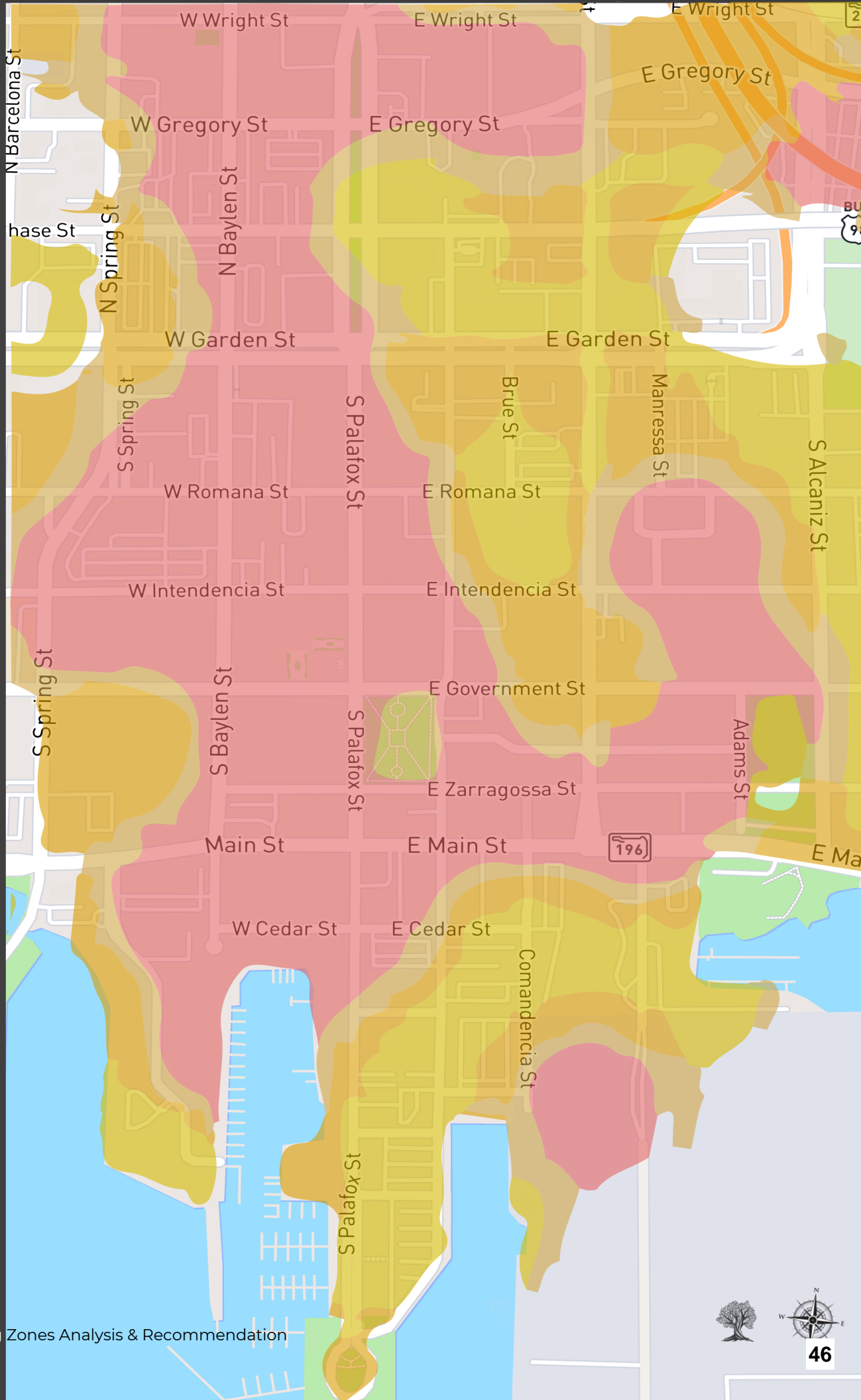
Data sampled from
3/1/2023 – 8/31/2023





Haas Center
UNIVERSITY of WEST FLORIDA

Density Overlay

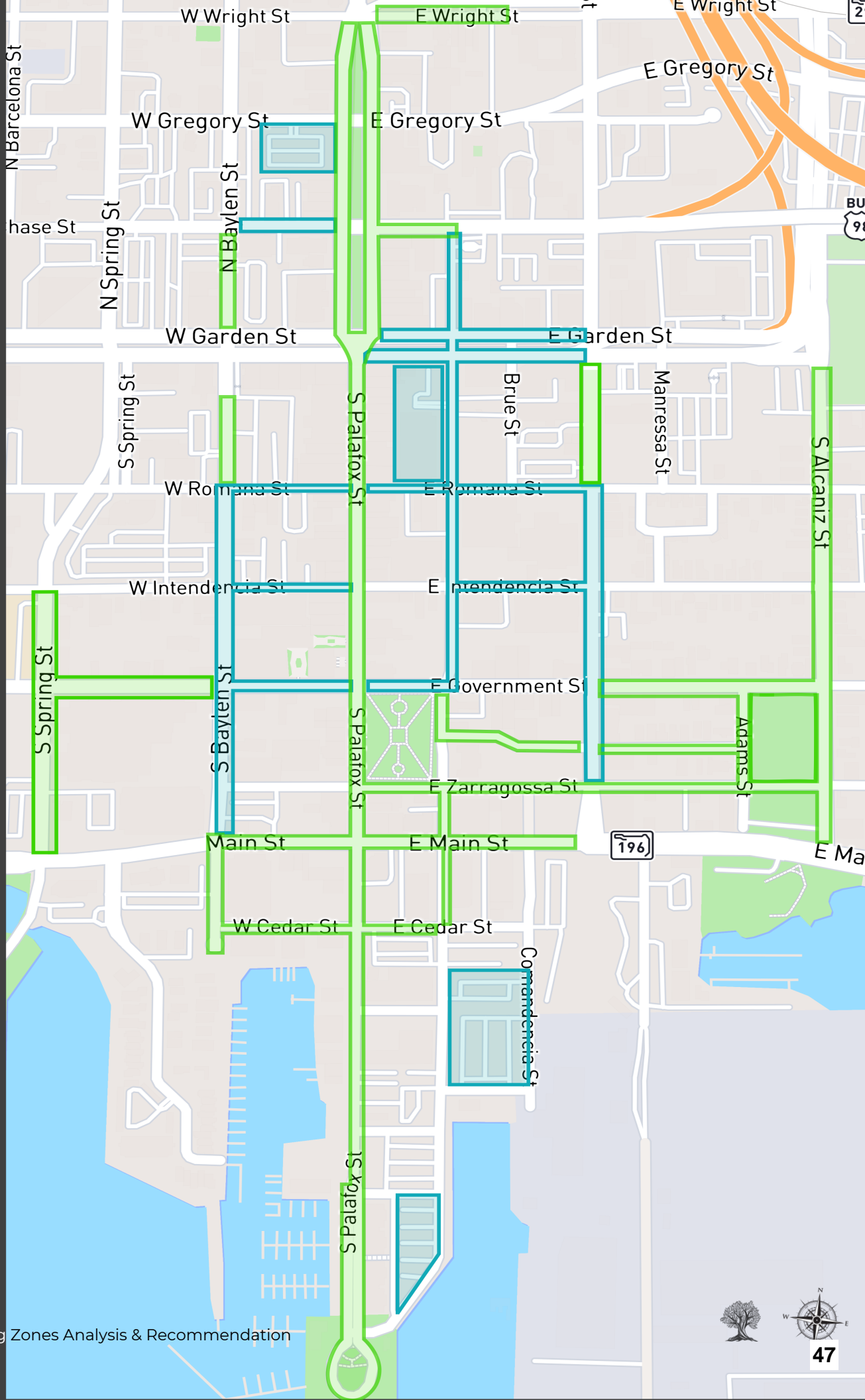


Recommended

CURRENT
PAID
PARKING



PROPOSED
ADDITIONAL
PAID PARKING



Parking Hours Analysis

Expanding the on-street paid parking hours from 8am-7pm to 8am-12am is a pragmatic decision grounded in observed demand patterns. On-street parking spaces are indisputably the most sought-after parking solutions in urban settings. Their convenience and accessibility make them prime assets for residents, commuters, and visitors alike. Contrary to traditional belief, demand for these spots does not wane after 7pm. Given the vibrancy of the city's nightlife, commercial activities, and evening events, it's arguable that demand intensifies post 7pm. By extending the paid parking hours to midnight, the city would be addressing this ongoing demand, ensuring that these premium spots do not remain occupied by the same vehicles for extended durations. Instituting a payment system during these peak evening hours will promote turnover, ensuring that more people have access to convenient parking. This rotation is not just a revenue-generating measure but also a tool to foster equitable access to prime parking spots, especially during times when demand might outstrip supply. As Pensacola evolves and nightlife remains a significant aspect of urban life, adjusting parking policies to mirror these shifts is both necessary and logical.

CURRENT PAID PARKING HOURS



RECOMMENDED PAID PARKING HOURS



The downtown parking survey revealed that 88% find the most challenging time to find parking is in the afternoons or evenings.





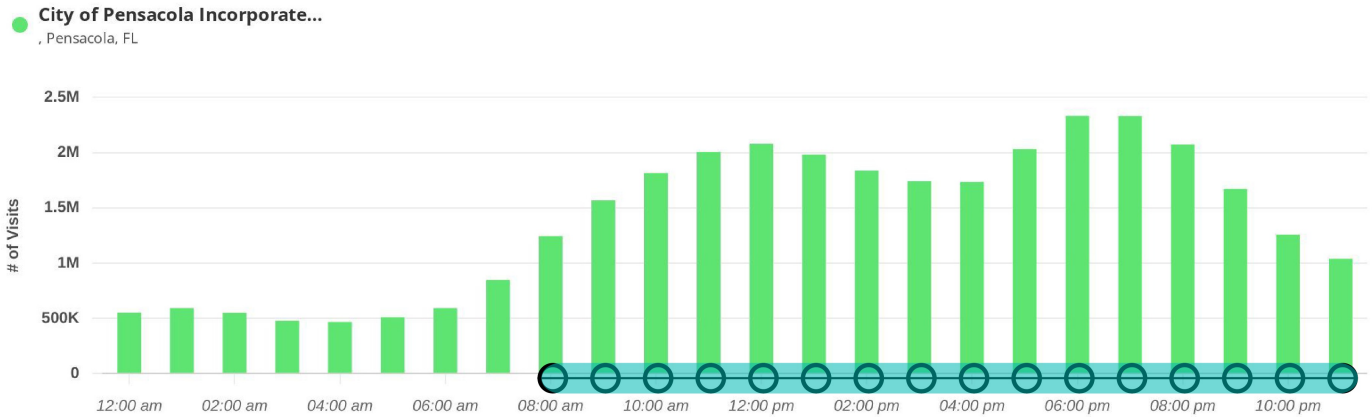
Haas Center

UNIVERSITY of WEST FLORIDA

Visitor Volume to District 6 by hour.

Data sampled from 3/1/2023 – 8/31/2023

Hourly Visits



Visits | Mar 1st, 2023 - Aug 31st, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Placer.ai



Overlay

Recommended paid parking hours.



Parking Pricing: Existing Conditions and Vision

Existing Conditions

1. Insensitive to user behavior: The existing parking pricing scheme remains largely unchanged, regardless of whether a parking facility is on-street or off-street and fails to account for significant differences in how people utilize these spaces.

2. Uniform but not always fair: Parking rates are consistent throughout the city, meaning that individuals seeking high-demand, high-value parking spaces pay the same fees as those seeking lower-demand, lower-value spaces. Furthermore, the existing parking system has limited opportunities to provide discounts to frequent and budget-conscious parkers, such as employees of retail and dining establishments.

3. Effective as a parking management tool, but with room for improvement: The existing pricing strategy promotes turnover and somewhat redistributes parking demand to less congested areas of the city at current rates. However, there is potential to enhance turnover rates and improve the distribution of demand to facilities that are underutilized compared to others.

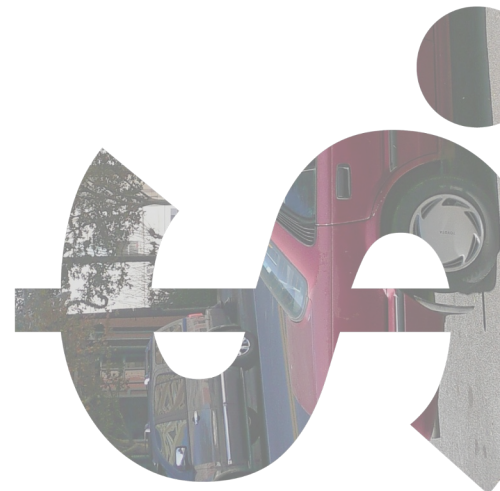
Vision

1. Establish prices that consistently align with the expenses associated with the services and programs it funds.

2. Focus on being proactive rather than punitive in its approach.

3. Adapt to changes in user behavior by remaining responsive to evolving patterns.

4. Encourage and facilitate alternative travel choices beyond personal vehicle use.



Parking Pricing: Objectives

- **Acknowledge the value of the right-of-way** by employing parking utilization data to guide pricing decisions
- **Ensure equity** through predictability and transparency
- **Generate requisite revenue** to facilitate cost recovery and cater to emerging community needs
- **Adapt** to user patterns and varied business and customer requirements in commercial areas
- **Foster efficient parking management** and customer adherence
- **Promote environmental and sustainability objectives** by endorsing transportation alternatives beyond personal vehicles



Establishing a Base Parking Rate

In an effort to establish a balanced and equitable approach to parking pricing, it is recommended to consider a base price for parking that takes into account the median income of similar cities and their respective average parking rates. By benchmarking against comparable urban centers, this approach seeks to strike a harmonious balance between generating necessary revenue for infrastructure and services while ensuring accessibility and affordability for residents and visitors. Analyzing the parking pricing models of cities with analogous demographics and economic landscapes can offer valuable insights into tailoring parking fees that align with Pensacola's unique characteristics, contributing to a more inclusive and sustainable transportation strategy.

In this analysis we determine and utilize a "Parking Cost-to-Income Ratio." This term reflects the comparison between the average hourly parking rate and the city's median per capita income, providing a measure of how affordable parking is relative to the income levels of residents.

Comparable Cities:

City of Savannah, GA

Savannah, GA, serves as a comparable city to Pensacola, FL, due to its similar population size, both boasting mid-sized communities in the southeastern United States. Additionally, both cities share geographical proximity to coastal areas, enjoying picturesque waterfronts and a median income range that aligns with their regional economic profiles.

Per Capita Income (2021) : \$27,952

Average Parking Rate (Hour) : \$2.00

Parking Cost to Daily Income Ratio : 2.61%



City of Charleston, SC

Charleston, SC, presents a comparable city to Pensacola, FL, given their close population sizes and demographic makeup, both falling within the mid-sized category. Furthermore, they share coastal geography along the southeastern United States and have median income levels that are indicative of their respective regional economic characteristics.

Per Capita Income (2021) : \$50,240

Average Parking Rate (Hour) : \$2.00

Parking Cost to Daily Income Ratio : 1.45%

City of Greenville, SC

Greenville, SC, stands as a comparable city to Pensacola, FL, as they share mid-sized population ranges and demographic characteristics. Additionally, both cities are situated in southeastern regions of the United States, showcasing similarities in their geography and median income levels that reflect their regional economic contexts.

Per Capita Income (2021) : \$48,837

Average Parking Rate (Hour) : \$1.00

Parking Cost to Daily Income Ratio : 0.75%

City of Mobile, AL

Mobile is a neighboring city located just across the state line from Pensacola. It shares a similar Gulf Coast location, size, and population range. The median income in Mobile is also comparable to Pensacola.

Per Capita Income (2021) : \$28,905

Average Parking Rate (Hour) : \$1.00

Parking Cost to Daily Income Ratio : 1.26%



City of Sarasota, FL

Sarasota is located on the west coast of Florida and has some similarities in terms of population size, median income, and coastal geography.

Per Capita Income (2021) : \$48,380

Average Parking Rate (Hour) : \$1.50

Parking Cost to Daily Income Ratio : 1.13%

City of Galveston, TX

Galveston is a coastal city in Texas with a similar geographical setting to Pensacola. While it might be a bit larger in terms of population, it still shares some similarities in terms of lifestyle, climate, and income levels.

Per Capita Income (2021) : \$33,645

Average Parking Rate (Hour) : \$1.50

Parking Cost to Daily Income Ratio : 1.63%

City of Wilmington, NC

Wilmington is a coastal city in North Carolina that shares similarities in terms of size, population, and coastal geography. It is not a perfect match, but it is one of the cities that can be considered in terms of lifestyle and regional characteristics.

Per Capita Income (2021) : \$38,890

Average Parking Rate (Hour) : \$2.50

Parking Cost to Daily Income Ratio : 2.35%

City of Pensacola, FL

Per Capita Income (2021) : \$38,656

Average Parking Rate (Hour) : \$0.50

Parking Cost to Daily Income Ratio : 0.47%



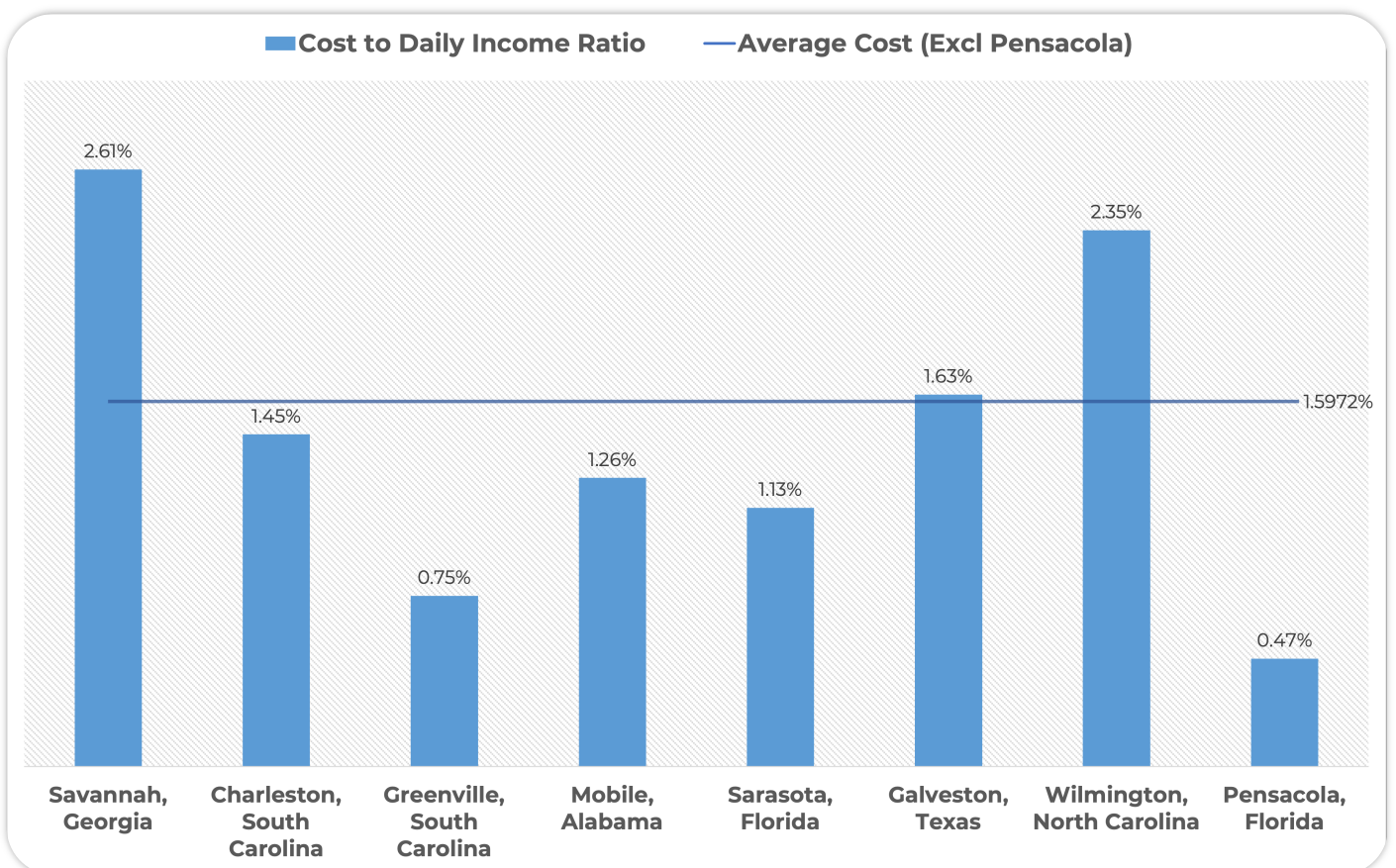
HOW DOES PENSACOLA COMPARE?

Pensacola's "Parking Cost to Daily Income Ratio" is currently **30%** lower than the average among comparable cities.

Per Capita Income (2021) : \$38,656

Average Parking Rate (Hour) : \$0.50

Parking Cost to Daily Income Ratio : 0.47%

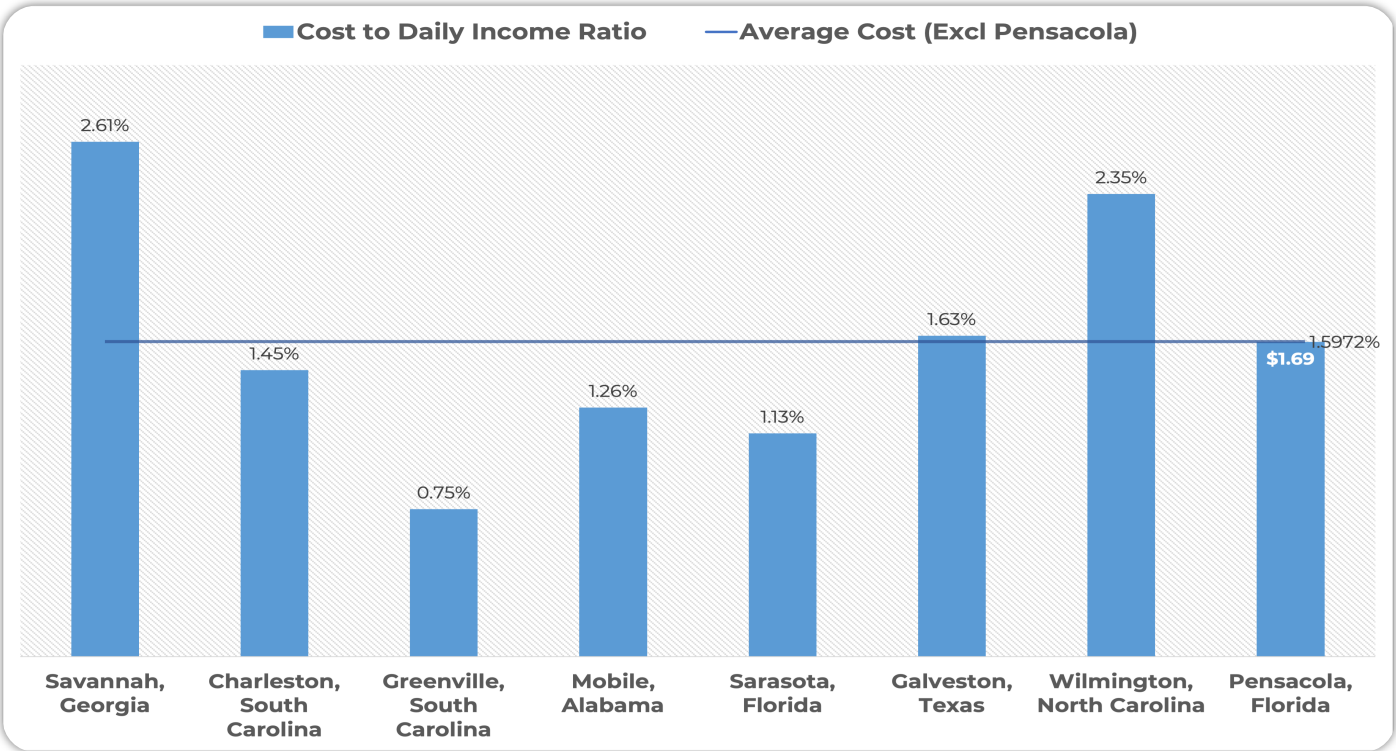


Base Parking Price Recommendation

It is recommended to adjust the City of Pensacola’s parking rates to be more aligned with the Average Parking Cost to Daily Income Ratio. In our calculation we apply the Average Parking Cost to Daily Income Ratio to Pensacola’s Daily Per Capita Income. While the calculation results in a parking rate of \$1.69, we recommend taking a more incremental approach by increasing the base parking price to **\$1.00/hour**.

Average Parking Cost to Daily Income Ratio
(Among Comparable Cities) : **1.5972%**

Aligned Parking Rate (Hour)
(City of Pensacola) : **\$1.69**



56% of respondents chose **\$1- \$4 or more** as the price they would be willing to pay per hour for a perfect parking experience.



Pricing Strategy

While the establishment of a unified base parking price is advised, we advocate for this price to serve merely as a foundation. As indicated in the contextual study, we perceive variable pricing for optimal occupancy to be the most effective pricing strategy. This method entails determining parking prices at the most affordable viable level while striving to consistently maintain an 85% occupancy rate, ensuring efficient utilization of parking spaces without precipitating overcrowding or underutilization. However, this strategy necessitates precise and regular occupancy recording, typically derived from intelligent sensor or visual occupancy counters.

Until the city can secure and implement such expensive occupancy systems, an alternative pricing strategy, Demand-Based Pricing, is recommended. Simply put, this approach adjusts pricing according to demand, elevating prices for high-demand spaces and reducing them for low-demand ones. This method is more practical for the City of Pensacola as it merely necessitates a thorough analysis of raw data stemming from parking credential channels. Although utilizing transactional data instead of occupancy data—which is challenging and expensive to acquire—this strategy aims for the same outcome as the previously mentioned Occupancy-Based pricing.



Enhancing Pensacola's Downtown with a Parking Benefits Area

The City of Pensacola is on the cusp of a significant transformation, one that has the potential to revitalize its downtown core, foster economic growth, and improve the overall quality of life for its residents and visitors alike. This transformation centers around the establishment of a Parking Benefits Area, a forward-thinking initiative that utilizes the revenue generated from paid parking to fund a wide range of enhancements and improvements within the area. This innovative approach promises to usher in numerous benefits, making downtown Pensacola an even more attractive destination. In this document, we will explore the compelling reasons behind the creation of a Parking Benefits Area and the potential benefits it could bring to the city.

Establishing a Parking Benefits Area in the city of Pensacola represents a progressive step towards the transformation and revitalization of its downtown core. By harnessing the revenue generated from paid parking, the city can fund a range of enhancements and improvements that will elevate the area's appeal, safety, and overall quality of life. From free Wi-Fi to better lighting, green spaces to subsidized public transit, and support for local businesses, the benefits are manifold. This initiative is not just about parking; it's about creating a dynamic and thriving urban hub that Pensacola's residents and visitors will cherish for generations to come.

Other Cities that have developed similar Parking Benefits Areas:

Pittsburgh, Pennsylvania
Austin, Texas
Boulder, Colorado
Brookline Village, Massachusetts
Kansas City, Missouri

Los Angeles, California
Old Pasadena, California
Washington, D.C.
San Diego, California



Potential Benefits

Funded by parking



Downtown Employee Parking Program

Strategically utilize upper levels of downtown garages to provide close-proximity, affordable parking solutions for downtown employees, ensuring safe and easy access to work while optimizing the use of existing low-demand urban spaces.

Pedestrian Infrastructure

Increase walkability through improvements such as urban greenery, sidewalk repair and widening, “Shadeways” (covered sidewalks), implementation of more public spaces, traffic calming measures, etc. The increased foot traffic as a result of these improvements will help the local businesses and boost the local economy.



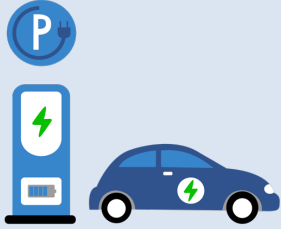
Structured Parking

As Pensacola undergoes further expansion and development, the demand for additional structured parking solutions is likely to emerge. Given the substantial financial investment required for such construction, parking funds can play a vital role in supporting this initiative.

Safety Improvements

Enhance downtown safety by implementing a robust lighting system, ensuring well-lit streets and public spaces, deploying additional surveillance cameras to augment security monitoring across key areas, and bolstering police presence to provide immediate assistance and deter undesirable activities, thereby fostering a secure and lively urban environment for residents and visitors alike.





Electric Vehicle Infrastructure

Implementing an Electric Vehicle (EV) charging infrastructure in downtown Pensacola could serve as a pivotal move towards sustainable urban mobility, incentivizing the adoption of eco-friendly transportation among residents and visitors while simultaneously future-proofing the city. This infrastructure not only underlines a commitment to environmental stewardship but also enhances the city's appeal to environmentally-conscious individuals and businesses, potentially stimulating economic activity, reducing carbon emissions, and ensuring Pensacola is positioned as a forward-thinking, green city amidst urban centers.

Enhanced Cleaning Program

Implementing frequent sidewalk washing, meticulous trash pickup, and the installation of additional waste bins, can significantly uplift the aesthetic and sanitary condition of the area, thereby fostering a cleaner, more welcoming environment for residents, businesses, and tourists. Such initiatives not only contribute to a positive public image and heightened civic pride but also potentially stimulate local economies by attracting more visitors and investors who prefer to establish in well-maintained, vibrant urban centers.



Urban Greenery Program

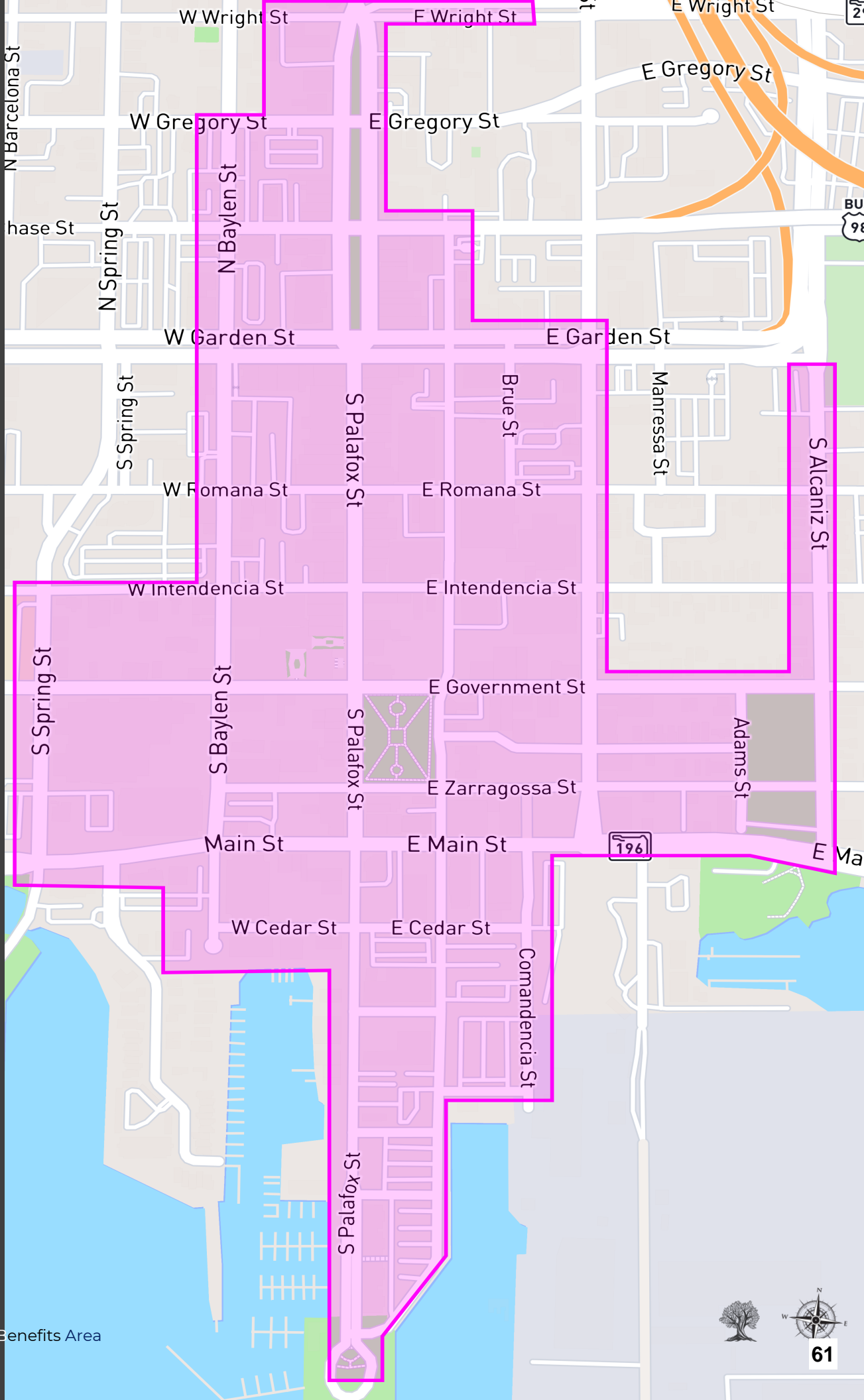
Integrate lush landscapes, tree-lined streets, and vibrant public spaces that offer both aesthetic and ecological benefits, promoting biodiversity while creating serene, attractive environments for residents, businesses, and visitors alike. This program aligns with sustainability goals and aims to improve air quality, provide natural shade, and foster community interaction.

Bicycle Infrastructure

The City of Pensacola can foster a healthier, more sustainable, and accessible urban environment, facilitating eco-friendly transport options and connectivity for both residents and tourists, thereby potentially reducing traffic congestion and pollution. The expansion of bike lanes and bike racks have been found to stimulate local businesses by increasing accessibility and turn, and thereby increasing volume of visitors.



Recommended Parking Benefits Area



Implementation Timeline

Parking Policy and Procedure Changes



Implementation Timeline for Parking Policy and Procedure Changes:

Phase 1 Planning and Approval (October - November 2023):

Month 1: Project Initiation (October 2023)

- Week 1: Kick-off meeting with key stakeholders, including Olive Tree Consulting, City Council, and parking department staff.
- Week 2: Assign roles and responsibilities within the project team and establish communication protocols.

Month 2: Review and Approval (November 2023)

- Week 1-2: Review the consultant report outlining Phase 1 recommendations.
- Week 3: Present Phase 1 recommendations to staff for review and approval.
- Week 4: Staff approval and authorization to proceed with Phase 1 implementation.

Phase 1 Preparations (December 2023):

Month 3: Negotiate and finalize agreements with technology vendor(s) and other relevant partners. Execute necessary contracts and agreements.

Phase 1 Implementation (January 1st, 2024):

Month 4: Technology Transition (January 2024)

- Week 1-2: Begin the implementation of all approved recommendations from Phase 1 report.
- Week 3-4: Monitor progress and resolve any issues that arise during the transition.



Phase 1 Evaluation and Preparation for Phase 2 (January - February 2024):

Month 4: Phase 1 Evaluation (January 2024)

- Week 1-2: Evaluate the effectiveness of Phase 1 implementations, gather feedback from stakeholders.
- Week 3-4: Identify any necessary adjustments based on the evaluation.

Month 5: Phase 2 Preparations (February 2024)

- Week 1-2: Reevaluate existing policies and procedures in preparation for Phase 2.
- Week 3-4: Gather stakeholder input and public feedback on proposed Phase 2 changes.

Phase 2 Implementation (March 1st, 2024):

Month 6: Phase 2 Implementation (March 2024)

- Week 1-2: Implement approved Phase 2 changes, including adjustments to paid parking hours and pricing.
- Week 3-4: Monitor the impact of Phase 2 changes and make real-time adjustments as needed.

Month 7: Final Testing and Adjustment (April 2024)

- Week 1-2: Conduct thorough testing of the Phase 2 changes to ensure a smooth transition.
- Week 3-4: Make any necessary adjustments based on testing results and stakeholder feedback.

Month 8: Evaluation and Reporting (May 2024)

- Week 1-2 : Evaluate the overall effectiveness of Phase 1 and Phase 2 changes.
- Week 3-4: Compile a comprehensive consultation report summarizing all findings and recommendations.

Month 9: Conclusion and Review (June 2024)

- Week 1-2: Conduct a project review meeting with the City to assess the success of the parking policy and procedure changes and discuss any additional considerations for future improvements.

By following this timeline, Phase 1 of the parking policy and procedure changes will be implemented on January 1st, 2024, and Phase 2 will be fully in effect by March 1st, 2024, as recommended by Olive Tree Consulting. This schedule allows for thorough planning, approval, and evaluation to ensure a successful transition.

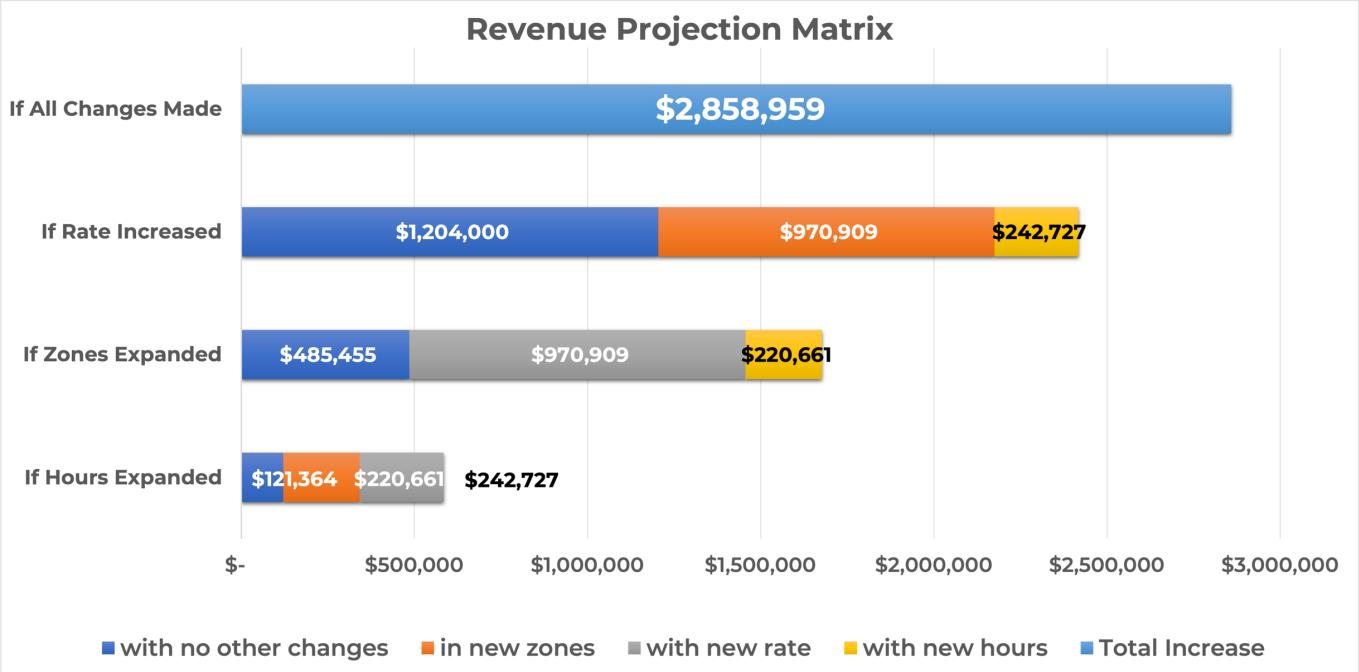


Conclusion

By employing a data-driven parking management strategy, bolstered by community input, Pensacola has the potential to markedly enhance the downtown parking experience through implementing user-friendly payment options, expanding parking space availability, and launching initiatives centered on equity.

Projected Revenue Lift

The following calculations are projections in Gross Revenue, assuming recommendations are adopted as presented and the changes are inelastic. If all Recommendations are adopted, the projected revenue is **\$2,858,959**





THANK YOU

PHILIP OLIVIER
OLIVE TREE
CONSULTING





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00784

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

AMENDMENT TO INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

RECOMMENDATION:

That City Council approve the Amendment to the Interlocal Agreement for Local Government Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits with the Escambia County Housing Finance Authority to coordinate local government support of applications from developers within the City limits for Florida Housing Finance Corporation multi-family RFAs requiring tax exempt bonds. Further, that the Council authorize the Mayor to take the actions necessary to execute and administer this Amendment, consistent with the terms of the Amendment and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council approved an Interlocal Agreement with the Escambia County Housing Finance Authority (ECHFA) in October 2022 in order to provide collaborative support for multi-family developments within the City limits that are applying for housing tax credits and/or State Apartment Incentive Loan (SAIL) funding through Florida Housing Finance Corporation's (FHFC) annual funding cycles, specifically for the SAIL Financing of Affordable Multifamily Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits. Under the existing Interlocal Agreement, ECHFA would provide the minimum funding contribution required by the RFA in order for developments to receive maximum points during the scoring process for developments to receive funding consideration by FHFC.

This Amendment extends the Interlocal Agreement for another year, expands the RFAs covered by the Agreement to include those to be issued in response to the Live Local Act of 2023, and updates contact information.

Application support and review will continue to be provided collaboratively between the ECHFA and the City Housing Department. Due to limited funding from FHFC, there is no guarantee that proposals selected for support by the City and ECHFA will be funded by FHFC. This partnership does

ensure that developments that are submitted are given maximum consideration by the state and provides a funding mechanism for the required local government contribution for RFAs issued in conjunction with tax exempt bond financing.

PRIOR ACTION:

October 13, 2022-City Council approved an Interlocal Agreement with Escambia County Housing Finance Authority

FUNDING:

N/A

FINANCIAL IMPACT:

No City general or grant funds are provided under this Agreement Amendment. Funds for the minimum local government contribution will come from the ECHFA and will only be provided if a development is selected for funding through FHFC.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/9/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Interim Housing Director

ATTACHMENTS:

- 1) ECHFA Amendment to Interlocal Agreement

PRESENTATION: No

**AMENDMENT TO
INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT CONTRIBUTION FOR
SAIL FINANCING OF AFFORDABLE MULTIFAMILY DEVELOPMENTS TO BE USED
IN CONJUNCTION WITH TAX EXEMPT BONDS
AND NON-COMPETITIVE HOUSING CREDITS**

THIS AMENDMENT TO INTERLOCAL AGREEMENT FOR LOCAL GOVERNMENT CONTRIBUTION FOR SAIL FINANCING OF AFFORDABLE MULTIFAMILY DEVELOPMENTS TO BE USED IN CONJUNCTION WITH TAX EXEMPT BONDS AND NON-COMPETITIVE HOUSING CREDITS (the “Amendment”) is made and entered into by and between **THE CITY OF PENSACOLA**, a municipality chartered in the State of Florida, (the “City”), and **ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY**, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes (the “Authority”).

WITNESSETH:

WHEREAS, on October 24, 2022, the parties entered into that certain Interlocal Agreement for Local Government Contribution for SAIL Financing of Affordable Multifamily Developments to be Used in Conjunction with Tax Exempt Bonds and Non-Competitive Housing Credits (the “Agreement”) for the purpose of supporting multifamily rental developments in the City of Pensacola; and

WHEREAS, the City and the Authority wish to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, the City and the Authority agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. **Term of Agreement.** Section 2 is amended as follows:

The term of this Agreement shall commence on Effective Date ~~as provided herein~~ and shall continue through ~~October 31, 2023~~ **October 31, 2024**. ~~The Term of this Agreement may be extended in twelve (12) month increments upon the mutual written approval of all Parties by an Amendment to this Agreement.~~

3. **Terms.** The first paragraph of Section 5 is amended as follows:
The Parties agree to coordinate actions related to local government support of an application or applications for an affordable multi-family development within the Pensacola City limits to Florida Housing Finance Corporation (FHFC) for ~~the annual RFA 2022-205~~ **for SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA)** as follows:

4. Terms. Section 5(G) is amended as follows:

The parties may mutually agree to extend this Agreement to other developments applying for 4% tax credits or other funding in conjunction with tax exempt bonds and subsidy through FHFC from time to time, including RFAs issued in relation to the Live Local Act of 2023.

5. Notices. Section 9 is amended as follows:

City of Pensacola:

D.C. Reeves, Mayor
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502-5743
Phone: (850) 435-1626
E-mail: dcreeves@cityofpensacola.com

With Copies to:

Meredith Reeves
City of Pensacola Housing Department
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 858-0311 ~~(850) 858-0350~~
E-mail: mwhitaker@cityofpensacola.com mreeves@cityofpensacola.com

6. Except as herein expressly amended, all other provisions of the Agreement, shall remain unchanged and in full force and effect without modification, and the parties ratify the same. In the event of a conflict between the provisions of this Amendment and the other provisions of the Agreement, the provisions of this Amendment shall control.

7. This Agreement shall become effective, after being properly executed by the Parties, when filed in the County's official records by the Office of the Clerk of the Circuit Court of Escambia County. The AUTHORITY shall be responsible for such filing after such execution by all parties.

8. The Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

SIGNATURE PAGE TO FOLLOW

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement on the respective dates under each signature:

FOR THE CITY OF PENSACOLA:

Florida

**CITY OF PENSACOLA, a municipal
corporation chartered in the State of**

ATTEST:

By: _____
D.C. Reeves, Mayor

Date: _____

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

**LEGAL IN FORM AND VALID AS
DRAWN:**

Housing Director

City Attorney

FOR THE ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY:

**ESCAMBIA COUNTY HOUSING
FINANCE AUTHORITY**

(SEAL)

ATTEST:

By: _____
Sandra J. Ward, Chair

Robert C. Maloy, Secretary

Date: _____

Approved as to legal sufficiency:

Susan J. Salamone, General Counsel



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00793

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

APPROVAL OF UTILITY WORK BY HIGHWAY CONTRACT AGREEMENT NO. 426935-2-56-02 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION OF STORMWATER PIPING ACROSS SCENIC HIGHWAY AT ITS INTERSECTION WITH LANGLEY AVENUE

RECOMMENDATION:

That City Council approve Utility Work by Highway Contract Agreement No. 426935-2-56-02 with the State of Florida Department of Transportation (FDOT) for construction of stormwater piping across Scenic Highway at its intersection with Langley Avenue. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the mayor's executive powers, as granted in the City Charter

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Florida Department of Transportation (FDOT) is completing the design phase of a planned Resurfacing, Restoration, and Rehabilitation (RRR) project from south of Hyde Park Road to South of SR 8 (I-10), State Road No. 10A, which is programmed to begin construction in Summer 2024. Following multiple conversations between FDOT and the City, FDOT agreed to incorporate the City's needed stormwater piping across Scenic Highway, as long as the City is willing to pay for the associated costs of doing so.

This agreement is an opportunity to get a portion of our pipe installed while capitalizing from an economy of scale perspective, as well as avoiding having to shut down Scenic Highway again in the future. By entering into this agreement, if the accepted construction bid amount comes in over the current construction cost estimate of \$345,113.43, the City will be responsible for the additional amount. If the accepted construction bid amount comes in under the current construction cost estimate, the City can request a refund from the FDOT, in that amount. The Public Works and Facilities Department has previously allocated funds in the amount of \$767,600 for this project within the Capital Improvements Project budget (Langley Ave East Drainage Improvements) for FY24. Via a City project, the remainder of the funds within the FY 24 Langley Ave East Drainage Improvements budget will be utilized to install the remainder of this pipe from the intersection of Langley Ave. and Scenic Hwy and out to Pensacola Bay.

PRIOR ACTION:

City Council approved the FY24 budget

FUNDING:

Budget: \$ 767,600.00 Langley Ave East Drainage Improvements Project (FY24)

Actual: \$ 345,133.43 FDOT Construction Cost Estimate

FINANCIAL IMPACT:

The total budget for this project is \$767,600.00 and is available through the Capital Improvement Program for FY2024. All funds for the Langley Avenue East Drainage Improvements Project will be expended via both this current project as well as the future phase(s) of this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/16/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, PE - Director, Public Works & Facilities

ATTACHMENTS:

- 1) Utility Work by Highway Contractor Agreement No. 426935-2-56-02
- 2) Rendering of Proposed Pipe

PRESENTATION: No

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Financial Project ID: 426935-2-56-02	Federal Project ID: Funded
Financial Project ID: 426935-2-62-02	
Financial Project ID:	
Financial Project ID:	
County: Escambia	State Road No.: 10A
District Document No:	
Utility Agency/Owner (UAO): CITY OF PENSACOLA	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "**FDOT**", and **CITY OF PENSACOLA**, hereinafter referred to as the "**UAO**";

WITNESSETH:

WHEREAS, the **FDOT**, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as SR 10A (US 90) Scenic Hwy. from S of Hyde Park Road to S of SR 8 (I-10), State Road No.: 10A, hereinafter referred to as the "Project"; and

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the **FDOT's** contractor as part of the construction of the Project; and

WHEREAS, the **UAO**, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Design of Utility Work

- a. **UAO** shall prepare, at **UAO's** sole cost and expense, a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility Work (hereinafter referred to as the "Plans Package") on or before October, year of 2023.
- b. The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project and shall be suitable for reproduction.
- c. Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Design Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Design Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.

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- e. The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the **FDOT's** Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the **FDOT** for the Project.
- f. **UAO** shall provide a copy of the proposed Plans Package to the **FDOT**, and to such other right of way users as designated by the **FDOT**, for review at the following stages: Finals. Prior to submission of the proposed Plans Package for review at these stages, the **UAO** shall send the **FDOT** a work progress schedule explaining how the **UAO** will meet the **FDOT's** production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph a. above.
- g. In the event that the **FDOT** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **FDOT** will notify the **UAO** in writing of the deficiencies and the **UAO** will correct the deficiencies and return corrected documents within the time stated in the notice. The **FDOT's** review and approval of the documents shall not relieve the **UAO** from responsibility for subsequently discovered errors or omissions.
- h. The **FDOT** shall furnish the **UAO** such information from the **FDOT's** files as requested by the **UAO**; however, the **UAO** shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the **FDOT** shall not relieve the **UAO** of this obligation nor transfer any of that responsibility to the **FDOT**.
- i. The Facilities and the Utility Work will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: N/A. These exceptions shall be handled by separate arrangement.
- j. If any facilities of the **UAO** located within the project limits are discovered after work on the project commences to be qualified for relocation at the **FDOT's** expense, but not previously identified as such, the **UAO** shall file a claim with the **FDOT** for recovery of the cost of relocation thereof. The filing of the claim shall not necessarily entitle the **UAO** to payment, and resolution of the claim shall be based on a determination of fault for the error. The discovery of facilities not previously identified as being qualified for relocation at the **FDOT's** expense shall not invalidate this Agreement.
- k. The **UAO** shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the **FDOT**.
- l. Upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to the Utility Permit: TBD
(Note: It is the intent of this line to allow either attachment of or separate reference to the permit).

2. Performance of Utility Work

- a. The **FDOT** shall incorporate the Plans Package into its contract for construction of the Project.
- b. The **FDOT** shall procure a contract for construction of the Project in accordance with the **FDOT's** requirements.
- c. If the portion of the bid of the contractor selected by the **FDOT** which is for performance of the Utility Work exceeds the **FDOT's** official estimate for the Utility Work by more than ten percent (10%) and

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the **FDOT** does not elect to participate in the cost of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the **UAO** may elect to have the Utility Work removed from the **FDOT's** contract by notifying the **FDOT** in writing within 5 days from the date that the **UAO** is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the **FDOT's** contractor.

- d. If the **UAO** elects to remove the Utility Work from the **FDOT's** contract in accordance with Subparagraph 2. c., the **UAO** shall perform the Utility Work separately pursuant to the terms and conditions of the **FDOT's** standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The **UAO** shall proceed immediately with the Utility Work so as to cause no delay to the **FDOT** or the **FDOT's** contractor in constructing the Project.
- e. The **UAO** shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the following activities: N/A and will furnish the **FDOT** with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by **FDOT** procedures.
- f. Except for the inspection, testing, monitoring, and reporting to be performed by the **UAO** in accordance with Subparagraph 2. e., the **FDOT** will perform all contract administration for its construction contract.
- g. The **UAO** shall fully cooperate with the **FDOT** and the **FDOT's** contractor in all matters relating to the performance of the Utility Work.
- h. The **FDOT's** engineer has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** engineer. In so doing, the **UAO** shall make such adjustments and changes in the Plans Package as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project.
- i. The **UAO** shall not make any changes to the Plans Package after the date on which the **FDOT's** contract documents are mailed for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the **FDOT's** contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the **FDOT**.

3. Cost of Utility Work

- a. The **UAO** shall be responsible for all costs of the Utility Work and all costs associated with any adjustments or changes to the Utility Work determined by the **FDOT's** engineer to be necessary, including, but not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the **FDOT**. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 4.a.
- b. The initial estimate of the cost of the Utility Work is \$345,113.43. At such time as the **FDOT** prepares its official estimate, the **FDOT** shall notify the **UAO** of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the **UAO** shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the **FDOT** to the cost of the Utility Work, or to elect to have the Utility Work removed from the **FDOT's** contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
- c. At least one twenty (120) calendar days prior to the date on which the **FDOT** advertises the Project for bids, the **UAO** will pay to the **FDOT** an amount equal to the **FDOT's** official estimate; plus 10% for

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mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said amounts are to be hereinafter collectively referred to as the Allowances); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the Contingency Fund).

- d. Payment of the funds pursuant to this paragraph will be made (choose one):

- ☐ directly to the **FDOT** for deposit into the State Transportation Trust Fund.
- ☒ as provided in the attached Three Party Escrow Agreement between **UAO**, **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office prior to execution of this agreement.

- e. If the portion of the contractor's bid selected by the **FDOT** for performance of the Utility Work exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding **FDOT** participation in the cost of the Utility Work and the **UAO's** election to remove the Utility Work from the Project, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT** or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the **FDOT** to bring the total amount paid to the total obligation of the **UAO** for the cost of the Utility Work, plus Allowances and 10% Contingency Fund. The **FDOT** will notify the **UAO** as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the **UAO** is obligated under this Subparagraph 3.e. to pay an additional amount and the additional amount that the **UAO** is obligated to pay does not exceed the Contingency Fund already on deposit, the **UAO** shall have sixty (60) calendar days from notification from the **FDOT** to pay the additional amount, regardless of when the accepted bid is posted.
- f. If the accepted bid amount plus allowances and contingency is less than the advance deposit amount, the **FDOT** will refund the amount that the advance deposit exceeds the bid amount, plus allowances and contingency if such refund is requested by the **UAO** in writing and approved by the Comptroller of the **FDOT** or his designee.
- g. Should contract modifications occur that increase the **UAO's** share of total project costs, the **UAO** will be notified by the **FDOT** accordingly. The **UAO** agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the **FDOT** is sufficient to fully fund its share of the project costs. The **FDOT** shall notify the **UAO** as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **FDOT** to so notify the **UAO** shall not relieve the **UAO** from its obligation to pay for its full share of project costs on final accounting as provided herein below.
- h. The **FDOT** may use the funds paid by the **UAO** for payment of the cost of the Utility Work. The Contingency Fund may be used for increases in the cost of the Utility Work which occur because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the **FDOT** will obtain the written concurrence of the person delegated that responsibility by written notice from the **UAO**. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the **FDOT** determines that the work is necessary, the **FDOT** may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the **UAO** shall, within fourteen (14) calendar days from notification from the **FDOT**, pay to the **FDOT** an additional 10% of the total obligation of the **UAO** for the cost of the Utility Work established under Subparagraph 3. e. for future use as the Contingency Fund.

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- i. Upon final payment to the Contractor, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the Project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the **UAO** will pay the additional amount within forty (40) calendar days from the date of the invoice. The **UAO** agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

4. Claims Against UAO

- a. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the **UAO** to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.
- d. The **FDOT** may withhold payment of surplus funds to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the **FDOT** to the **FDOT's** contractor.

5. Out of Service Facilities

No Facilities shall be placed out of service unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities placed Out-of-Service:

- a. The **UAO** acknowledges its present and continuing ownership of and responsibility for out of service Facilities.
- b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the **UAO**. In the event of a breach of this Agreement by the **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph e. below.
- c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests of the **FDOT** or other permittees using or seeking use of the right of way.

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- e. The **UAO** shall remove the Facilities at the request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. Removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in or discharging from the Facilities. Nothing in this paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

- a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.
 - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.
 - (5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within sixty (60) days from written notice thereof from **FDOT**.
 - (6) Pursue any other remedies legally available.
 - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
 - (1) Terminate this Agreement if the breach is material and has not been cured within sixty (60) days from written notice thereof from the **UAO**.

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- (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.
 - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

8. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for

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indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication of judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

9. Miscellaneous

- a. Time is of essence in the performance of all obligations under this Agreement.
- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the current Utility Accommodation Manual in effect at the time the Plans Package is prepared and the current utility permit for the Facilities; provided, however, that the **UAO** shall not be obligated to protect or maintain any of the Facilities to the extent the **FDOT's** contractor has that obligation as part of the Utility Work pursuant to the **FDOT's** specifications.
- c. The **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written policies and procedures which may be applicable at the time of the Project and the relocation of the Facilities.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:

Mr. Brad Hinote, P.E., City Engineer

222 West Main Street

Pensacola, FL 32502

If to the **FDOT**:

Mr. Jonathan Harris, District Utility Administrator

P.O. Box 607

Chipley, FL 32428

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled Changes To Form Document and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT
(AT UTILITY EXPENSE)

710-010-22
UTILITIES
OGC – 03/20

hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled Changes to Form Document.

You MUST signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: CITY OF PENSACOLA

BY: (Signature) _____

DATE: _____

(Typed Name: D.C. Reeves)

(Typed Title: Mayor)

Recommend Approval by the District Utility Office

BY: (Signature) _____

DATE: _____

FDOT Legal review

BY: (Signature) _____

DATE: _____

District Counsel

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

DATE: _____

(Typed Name: Tim Smith, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Date: 9/22/2023

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

42693525602 COST ESTIMATEFORM 700-050-10
CONSTRUCTION
06/08

CONTRACT ID: FIN. PROJECT ID: 42693525602

MANAGING DISTRICT: 3

FINAL QUANTITY	UNIT	PAY ITEM / ITEM CODE	PAY ITEM DESCRIPTION	UNIT PRICE	TOTAL ITEM PAID AMOUNT
ROADWAY					
160.000	LF	102 71 13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	\$78.42	\$ 12,547.20
252.000	ED	102 74 1	CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD	\$0.16	\$ 40.32
28.000	ED	102 115	TYPE III BARRICADE	\$0.94	\$ 26.32
0.029	GM	102 913 21	REMOVABLE TAPE, WHITE, SOLID 6"	\$15,293.85	\$ 448.11
0.037	GM	102 913 31	REMOVABLE TAPE, YELLOW, SOLID, 6"	\$14,980.59	\$ 554.28
124.000	LF	104 10 3	SEDIMENT BARRIER	\$4.66	\$ 577.84
0.060	LS/AC	110 1 1	CLEARING & GRUBBING	\$49,696.81	\$ 2,981.81
84.000	SY	110 4 10	REMOVAL OF EXISTING CONCRETE	\$38.18	\$ 3,207.12
236.000	SY	160 4	TYPE B STABILIZATION	\$8.18	\$ 1,930.48
238.000	SY	285 711	OPTIONAL BASE, BASE GROUP 11	\$82.00	\$ 19,516.00
328.000	SY	327 70 6	MILLING EXIST. ASPH PAVT, 1 1/2 AVG DEPTH	\$3.70	\$ 1,213.60
27.100	TN	334 1 52	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, PG76-22	\$178.38	\$ 4,834.10
38.900	TN	337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	\$155.78	\$ 6,059.84
2.000	EA	425 2 92	MANHOLES, J-8, >10'	\$23,875.35	\$ 47,750.70
168.000	LF	430 175 172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD	\$740.00	\$ 124,320.00
70.000	LF	520 1 7	CONCRETE CURB & GUTTER, TYPE E	\$50.06	\$ 3,504.20
28.000	LF	520 1 10	CONCRETE CURB & GUTTER, TYPE F	\$49.47	\$ 1,385.16
52.000	SY	522 1	SIDEWALK CONCRETE AND DRIVEWAYS, 4" THICK	\$79.22	\$ 4,119.44
12.000	SY	522 2	SIDEWALK CONCRETE AND DRIVEWAYS, 6" THICK	\$117.38	\$ 1,408.56
8.000	SF	527 2	DETECTABLE WARNINGS	\$43.65	\$ 349.20
20.000	SY	570 1 2	PERFORMANCE TURF, SOD	\$2.88	\$ 57.60
9.000	EA	706 1 3	RAISED PAVEMENT MARKER, TYPE B	\$4.97	\$ 44.73
12.000	LF	710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	\$1.97	\$ 23.64
26.000	LF	711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	\$2.98	\$ 77.48
1.000	EA	711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	\$41.40	\$ 41.40
0.038	GM	711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	\$5,394.70	\$ 205.00
0.029	GM	711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	\$5,650.00	\$ 163.85
176.000	LF	711 17 1	REMOVE EXISTING THERMOPLASTIC	\$2.61	\$ 459.36
				SUBTOTAL=	\$ 237,847.34
SIGNALIZATION					
90.000	LF	630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	\$16.75	\$ 1,507.50
20.000	LF	630 2 14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	\$44.27	\$ 885.40

Date: 9/22/2023

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

42693525602 COST ESTIMATEFORM 700-050-10
CONSTRUCTION
06/08

CONTRACT ID: _____ FIN. PROJECT ID: 42693525602 _____

MANAGING DISTRICT: 3 _____

FINAL QUANTITY	UNIT	PAY ITEM / ITEM CODE	PAY ITEM DESCRIPTION	UNIT PRICE	TOTAL ITEM PAID AMOUNT
1.000	PI	632 7 1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	\$9,903.41	\$ 9,903.41
1.000	PI	632 7 6	SIGNAL CABLE, REMOVE- INTERSECTION	\$2,013.94	\$ 2,013.94
8.000	EA	635 2 11	PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE	\$1,567.91	\$ 12,543.28
1.000	AS	639 1 122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	\$5,015.57	\$ 5,015.57
70.000	LF	639 2 1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	\$12.73	\$ 891.10
1.000	EA	639 3 11	ELECTRICAL SERVICE DISCONNECT, F&I, POLE MOUNT	\$2,286.58	\$ 2,286.58
1.000	EA	641 2 12	PRESTRESSED COMCRETE POLE, F&I, TYPE P-II SERVICE POLE	\$2,331.91	\$ 2,331.91
1.000	EA	641 2 60	PRESTRESSED COMCRETE POLE, COMPLETE POLE REMOVAL- PEDESTAL/SERVICE POLE	\$777.08	\$ 777.08
1.000	AS	670 5 500	TRAFFIC CONTROLLER ASSEMBLY, RELOCATE CONTROLLER WITH CABINET	\$9,214.60	\$ 9,214.60
SUBTOTAL=					\$ 47,370.37
TOTAL=					\$ 285,217.71
10% CONTINGENCY=					\$ 28,521.77
TOTAL=					\$ 313,739.48
10% CEA 42693526202 CONTINGENCY=					\$ 31,373.95
GRAND TOTAL=					\$ 345,113.43

*all averages were pulled from the market area moving averages FDOT Historical averages unless otherwise noted.

= MM Added Pay Item

= GPI Quantity Not Changed

= Is this Pay Item Needed?

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), City of Pensacola ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: SR 10A (US 90) Scenic Hwy. from S of Hyde Park Road to S of SR 8 (I-10)
Project #: 426935-2-56-02 & 426935-2-62-02
County: Escambia

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)

Name and Title

59-3024028
Federal Employer I.D. Number

Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

For PARTICIPANT (signature)


D.C. Reeves, Mayor
Name and Title

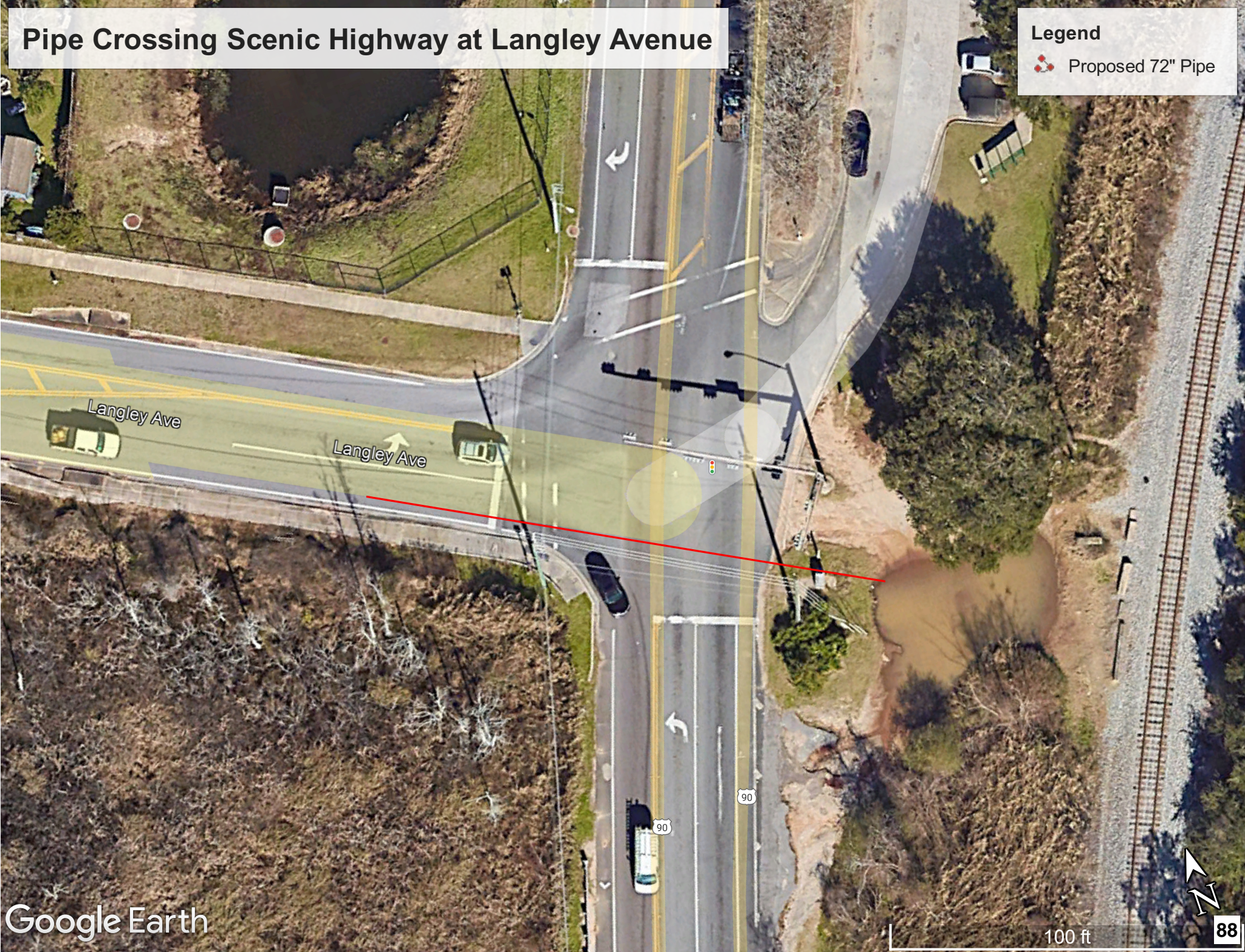
F596000406005
Federal Employer I.D. Number

Date

Pipe Crossing Scenic Highway at Langley Avenue

Legend

 Proposed 72" Pipe





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00759

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

PROPOSED REVISIONS - PORT TARIFF NO. 5A

RECOMMENDATION:

That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to conduct business at the Port.

Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC). This rate-setting conference is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the United States laws.

Per section 10-3-17 (b) of the City of Pensacola Code of Ordinances, changes to the tariff may be made by the Mayor with City Council approval.

The specific tariff revisions being proposed:

- Increase space assignment rates to market rates based on industry comps
- Increase wharfage rates to market rates based on industry comps
- Increase general charges to market rates based on industry comps
- Increase vessel dockage fee rates to current GSMTC rates
- Increase security fee rates to current GSMTC rates
- Updated contact information for pilot services and steamship agents

PRIOR ACTION:

September 15, 2022 - City Council approved an administrative revision regarding the Gulf Seaports

Marine Terminal Conference as well as increases in rates for the following: vessel dockage fee rates. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes.

FUNDING:

N/A

FINANCIAL IMPACT:

The proposed tariff revisions increasing rates will result in increased revenue to the Port.

CITY ATTORNEY REVIEW: Yes

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator - Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

- 1) Proposed Revised Port Tariff No. 5A

PRESENTATION: No



Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005,

Revisions Effective: October 26, 2023

PORT OF PENSACOLA
TARIFF NO. 5-A
P.O. Box 889
Pensacola, FL 32594-0889

Issued by:

Clark Merritt
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: cmerritt@portofpensacola.com

Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

PORT TERMINAL TARIFF 5-A

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SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	<p>GULF SEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016)</p> <p>GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS:</p> <ol style="list-style-type: none"> 1. Board of Commissioners of the Port of New Orleans 2. Board of Commissioners of Lake Charles Harbor and Terminal District 3. Greater Baton Rouge Port Commission 4. Orange County Navigation and Port District, Orange, Texas 5. Mississippi State Port Authority at Gulfport 6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas 7. Port Commission of the Port of Houston Authority of Harris County, Texas 8. Board of Trustees of the Galveston Wharves 9. Alabama State Docks - Port of Mobile 10. South Louisiana Port Commission, LaPlace, Louisiana 11. Brownsville Navigation District of Cameron County, Texas 12. Port of Port Arthur Navigation District of Jefferson County, Texas 13. Tampa Port Authority 14. Port of Corpus Christi Authority 15. Panama City Port Authority 16. Port of Pensacola 17. Brazos River Harbor Navigation District, Freeport, Texas 18. Port of Pascagoula, Pascagoula, Mississippi 19. Manatee Port Authority 20. St. Bernard Port, Harbor and Terminal District <p>Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.</p> <p>SHIPPER'S REQUESTS AND COMPLAINTS: Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or</p>

	<p>complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.</p> <p>Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633</p>
102	<p>AGENT OR VESSEL AGENT (Effective: September 15, 2005)</p>
	<p>The party or entity which submits the application for berth.</p>
104	<p>APRON, APRON WHARF, WHARF APRON (Effective: September 15, 2005)</p>
	<p>That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.</p>
106	<p>ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective: September 15, 2005)</p>
	<p>The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.</p>
108	<p>BERTH (Effective: September 15, 2005)</p>
	<p>The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.</p>
110	<p>BONDED STORAGE (Effective: September 15, 2005)</p>
	<p>Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.</p>
112	<p>CHECKING (Effective: September 15, 2005)</p>
	<p>The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.</p>
114	<p>CONTAINER (Effective: September 15, 2005)</p>
	<p>A standard (I.S.O.) seagoing container 20 feet in length or over.</p>
116	<p>DAY (Effective: September 15, 2005)</p>
	<p>A consecutive 24-hour period or fraction thereof.</p>
118	<p>DOCKAGE (Effective: September 15, 2005)</p>
	<p>The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.</p>
120	<p>END OF SHIP'S TACKLE (Effective: September 15, 2005)</p>

	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	ESCORT (Effective: May 1, 2014) An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	ESCORTING (Effective: May 1, 2014) Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	FREE TIME (Effective: September 15, 2005) The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	FREIGHT HANDLER (Effective: September 15, 2005) As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	GRT/LOA (Effective: September 15, 2005) Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	HANDLING (Effective: September 15, 2005) The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	HARBOR FEE (Effective: September 15, 2005) The charge assessed against a vessel for use of the harbor and waterways of the port.
132	HEAVY LIFT (Effective: September 15, 2005) The service of providing heavy lift cranes or equipment for lifting cargo.
134	HEAVY LIFT CARGO (Effective: September 15, 2005) A single unit of cargo exceeding a weight of 75,000 pounds.
136	LINER SERVICE

	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	LOADING OR UNLOADING (Effective: September 15, 2005)
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	MARGINAL TRACKS (Effective: September 15, 2005)
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	POINT OF REST (Effective: September 15, 2005)
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	PORT DIRECTOR (Effective: September 15, 2005)
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	PORT OF PENSACOLA (Effective: September 15, 2005)
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the port's governing body.
148	SAILING DATE; DATE OF SAILING; DEPARTURE DATE (Effective: September 15, 2005)
	The date and time at which a vessel releases her final mooring line and is underway.
149	SECURE RESTRICTED AREA (Effective May 1, 2014)
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	SHIPSIDE (Effective: September 15, 2005)
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	STEVEDORE (Effective: September 15, 2005)
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	STORAGE (Effective: September 15, 2005)
	A charge assessed for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	STORAGE PERIOD (Effective: September 15, 2005)
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	SWITCHING (Effective: September 15, 2005)
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	TERMINAL STORAGE (Effective: September 15, 2005)
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
159	TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) (Effective: September 15, 2005)
	A government issued biometric; photo identification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	TON (Effective: September 15, 2005)
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	UNITIZED CARGO (Effective: September 15, 2005)
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	USER (Effective: September 15, 2005)
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo, stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	VESSEL (Effective: September 15, 2005)
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.

168	VOLUME RATES (Effective: September 15, 2005)
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	WHARF OR WHARVES (Effective: September 15, 2005)
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	WHARF DEMURRAGE (Effective: September 15, 2005)
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	WHARFAGE (Effective: September 15, 2005)
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	\$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424
194	METRIC EQUIVALENTS (Effective: May 1, 2014)		
	<u>Measure</u>	<u>Metric Equivalent</u>	
	1 Pound	0.4536 Kilograms	
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons	
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons	
	1 Ton of 2000 Pounds	907.2 Kilograms	
	2 Metric Ton	1,000 Kilograms	
	1 Inch	2.54 Centimeters	
	1 Foot	0.3048 Meters	
	1 Yard	0.9144 Meters	
	1 Cubic Foot	0.0283168 Cubic Meters	
	40 Cubic Feet	113.27 Cubic Meters	
	1 Bushel Grain	27.216 Kilos	
	1 Barrel (US - 42 Gallons)	158.987 Liters	
	<u>Measure</u>	<u>English Equivalent</u>	
	1 Kilogram	2.2046 Pounds	
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons	
	1 Centimeter	0.3937 Inches	
	1 Meter	39.37 Inches	
	1 Cubic Meter	35.314 Cubic Feet	
	1,000 Feet, Board Measure	83.333 Cubic Feet	
	1 Cubic Meter	423.792 Feet, Board Measure	

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	<p>ACCESS - TO HARBOR (Effective: September 15, 2005)</p>
	<p>Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.</p>
200b	<p>ACCESS - TO PORT PROPERTY (Effective: July 1, 2019)</p>
	<p>The Port of Pensacola is designated as a “Secure Restricted Area,” which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad rights-of-way, and roadways which are owned, controlled or operated by the Port. In effect, the “Restricted Area” is all property south of the main entrance to the port located on Barracks Street.</p> <p>Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the “Secure Restricted Area.” This plan is maintained by the Seaport Security Administrator.</p> <p>All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.</p> <p>"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and construction contractors.</p> <p>It shall be unlawful for any person or firm to conduct or carry out any business activity on Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.</p> <p><u>TWIC & TWIC ESCORT POLICY:</u></p> <p>In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user's responsibility to make sure they are following these regulations.</p> <p>Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$50.00 per hour (or part) with a minimum charge of \$50.00 per</p>

individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

**RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS
AND DAMAGE TO PERSONAL PROPERTY:**

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ONPORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at the owner's expense.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted. Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

No unaccompanied baggage is accepted at this facility at any time.

SEARCHES:

All vehicles entering the Port are subject to search.

	<p><u>ENTERING</u> the Port: If the driver of a vehicle refuses to permit a search, access will be denied.</p> <p><u>EXITING</u> the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the “Revocation Roster” and banned from accessing the Port for a time specified by the Port Director.</p> <p><u>PROHIBITED ITEMS:</u></p> <p>Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type (subject to the provisions of Florida Statutes 740.06 and 790.251), or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority.</p> <p>EXCEPTIONS:</p> <ul style="list-style-type: none"> • <u>FIREARMS:</u> (Class G Licensed) Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property. • <u>ALCOHOLIC BEVERAGES:</u> With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee. Additionally, the Port Director may approve alcoholic beverages to be on premises for certain special events or for tenant’s private use. In the case of special events, Special Event Insurance with Liquor Liability Coverage may be required, if applicable. At no time may alcoholic beverages be sold on Port without Port Director approval.
200c	<p>ACCESS - TO RECORDS (Effective: September 15, 2005)</p> <p>All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Pensacola or its staff in carrying out official duties.</p>
201	<p>ADMINISTRATION (Effective: September 15, 2005)</p> <p>The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.</p>
202	<p>ANCHORAGE (Effective: September 15, 2005)</p> <p>Pensacola Bay offers a safe natural harbor with good holding ground.</p>

203	ANCHORAGE, TURNING BASIN AND CHANNEL (Effective: September 15, 2005)
	<p>No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.</p>
205	BERTH ASSIGNMENTS (Effective: May 1, 2014)
	<p>No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).</p> <p>The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola.</p> <p>As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage.</p> <p>Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth.</p> <p>All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis.</p> <p>At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges.</p> <p>Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign the agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge.</p> <p>Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities.</p> <p>The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition.</p> <p>No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>

206	BONDED STORAGE (Effective: July 15, 2019)
	<p>Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.</p>
208a	CARGO-ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS (Effective: September 15, 2005)
	<p>Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail.</p> <p>If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof.</p> <p>Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrages for the account of the shipper/consignee.</p> <p>It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.</p>
208b	CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING (Effective: September 15, 2005)
	<p>The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM209).</p>
208c	CARGO- HANDLING, RECEIPT AND DELIVERY (Effective: September 15, 2005)
	<p>Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel.</p> <p>Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those</p>

	<p>published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler.</p> <p>Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.</p>
208d	<p>CARGO – HEAVY LIFT (Effective: September 15, 2005)</p>
	<p>Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.</p>
208e	<p>CARGO – NON-WATERBORNE (Effective: September 15, 2005) (I)</p>
	<p>Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re-shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p> <p>The storage charge for non-waterborne cargo is \$1.50 per ton per day.</p>
208f	<p>CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT (Effective: September 15, 2005)</p>
	<p>Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.</p>
208g	<p>CARGO - RESPONSIBILITY FOR (Effective: September 15, 2005)</p>
	<p>Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier.</p> <p>Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.</p>
208h	<p>CARGO – SCHEDULING MOVEMENT THROUGH THE PORT (Effective: September 15, 2005)</p>
	<p>All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a).</p>

	<p>No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a “care-of” agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.</p> <p>All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney’s fees and court costs.</p>
208i	<p>CARGO - DISPOSITION OF UNDELIVERED (Effective: September 15, 2005)</p> <p>The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall:</p> <ol style="list-style-type: none"> 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in cargo, goods, or other personal property. <ol style="list-style-type: none"> a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	<p>CARGO STATEMENT REQUIRED (Effective: September 15, 2005)</p> <p>The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.</p>
210	<p>CARGO STATEMENT/SHIPS' MANIFESTS (Effective: July 1, 2019)</p> <p>All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for</p>

	<p>compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p> <p>* AMS Manifest does not substitute this requirement.</p>
211	<p>CHANGE OF LOCATION OF VESSELS (Effective: September 15, 2005)</p>
	<p>Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.</p>
212	<p>CHANGE OF OWNERSHIP (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner.</p> <p>All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.</p>
213	<p>COLLISION (Effective: May 1, 2014)</p>
	<p>In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.</p>
214	<p>COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective: September 15, 2005)</p>
	<p>All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.</p>

	<p>If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.</p>
215	<p>CRANE OPERATIONS ON PORT PROPERTY (Effective: September 15, 2005)</p>
	<p>Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.</p> <p>Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards.</p> <p>Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damage caused as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.</p>
218	<p>DELIVERY ORDERS (Effective: September 15, 2005)</p>
	<p>All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.</p>
219	<p>DEMURRAGE OR DETENTION (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.</p> <p>Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).</p>
220	<p>DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER (Effective: July 1, 2019)</p>

No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction.

Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharges.

Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.

All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.

Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.

221a DOCKAGE - BASIS OF CHARGES
(Effective: September 15, 2005)

1. The dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted.
2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured in the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel.
3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions:
 - a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure.
4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge.
5. Dockage rates are assessed each 24-hour period or fraction thereof.
6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.

221b	DOCKAGE – DURATION (Effective: September 15, 2005)
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	DOCKAGE – UNAUTHORIZED (Effective: September 15, 2005)
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	DOCKAGE – VESSELS EXEMPT FROM (Effective: September 15, 2005)
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	DOCK RECEIPTS (Effective: September 15, 2005)
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	EMERGENCY SHIP MOVEMENT POLICY (Effective: July 1, 2019)
	<p>TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES:</p> <ol style="list-style-type: none"> 1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel. 2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock. 3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: <ul style="list-style-type: none"> • A severe petroleum or chemical spill; • Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities; • Vessel in jeopardy due to conditions on shore;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.
5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.
6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect life and property (reference [ITEM 288d](#)).

225 ENVIRONMENTAL MATTERS
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONAL RESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a FACILITIES – BERTHING
(Effective: July 1, 2019)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

<u>Berth #</u>	<u>Depth</u>	<u>Length</u>	<u>Apron</u>	<u>Rail</u>	<u>Use</u>
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose

	3	33'	344.5'	Open	Yes	All Purpose
	5	33'	507.5'	50'	Yes	All Purpose
	6	33'	580'	50'	No	All Purpose
	7	16'	200'	0	No	Dockage Only
226b	FACILITIES – BUNKERING (Effective: September 15, 2005)					
	None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.					
226c	FACILITIES – DAMAGE TO (Effective: July 1, 2019)					
	<p>All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to <u>immediately</u> notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter.</p> <p>Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designer, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damage to the facilities will result in the cost of repairs of such damage plus 50%.</p> <p>Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.</p>					
226d	FACILITIES – SPACE ASSIGNMENTS (Effective: October 26, 2023)					
	<p>The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.</p> <p>Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See ITEM 243 for Lease Information.</p> <p>Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations.</p> <p>General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible</p>					

for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in [ITEM 436b](#) after expiration of free time.

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

<u>Type of Area</u>	<u>Cents per Sq. Ft. (Per 30-day Period)</u>
Covered Area	\$0.60 \$0.70
Uncovered Area	\$0.50 \$0.60
Minimum Charge	\$500.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on the Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e FACILITIES - TRANSIT CARGO SHEDS
(Effective: October 26, 2023)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to [ITEM 208b](#) and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

<u>Facility</u>	<u>Sq. Ft.</u>
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000 sq. ft. (leased)
Warehouse No. 5	72,000 sq. ft.

	Warehouse No. 6	90,000 sq. ft. (leased)								
	Warehouse No. 8	83,000 sq. ft.								
	Warehouse No. 9	40,000 sq. ft. (leased)								
	Warehouse No. 10	55,000 sq. ft. (leased)								
228a	FREETIME - COMPUTATION OF (Effective: October 26, 2023)									
	<p>The free time allowed for assembling export shipments all cargo shall commence at 0700 0001 hours on the day after said cargo or each portion thereof (i.e. each truck or railcar) is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed.</p> <p>The free time allowed for removal of import shipments shall commence at 0700 hours on the day following the day the vessel completes discharge and it shall terminate at 1859 hours on the final day of free time allowed.</p> <p>The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.</p> <p>The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).</p>									
228b	FREETIME - DISPOSITION OF CARGO AFTER EXPIRATION OF (Effective: September 15, 2005)									
	<p>Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.</p> <p>All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.</p>									
228c	FREE TIME (Effective: July 1, 2019)									
	<p>Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:</p> <table><tr><th>Shipment Type</th><th>No. Days</th></tr><tr><td>Exports</td><td>30</td></tr><tr><td>Imports</td><td>30</td></tr><tr><td>Transshipment</td><td>30</td></tr></table>		Shipment Type	No. Days	Exports	30	Imports	30	Transshipment	30
Shipment Type	No. Days									
Exports	30									
Imports	30									
Transshipment	30									

	<p>Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.</p> <p>NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time.</p> <p>NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.</p>
228d	<p>FREETIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION (Effective: September 15, 2005)</p>
	<p>In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply:</p> <ol style="list-style-type: none"> 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. <p>The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.</p>
228e	<p>FREE TIME – NON WATERBORNE CARGO (Effective: May 1, 2014)</p>
	<p>Per ITEM 208e, no free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p>
230	<p>FUMIGATION REQUIREMENT (Effective: September 15, 2005)</p>
	<p>Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.</p> <p>All expenses of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo.</p> <p>If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.</p>
232	<p>GENERAL RESTRICTIONS AND LIMITATIONS (Effective: September 15, 2005)</p>

	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.
233	GROUND RUBBER TIRE ADDITIVES (Effective: September 15, 2005)
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective: September 15, 2005)
	<p>Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations.</p> <p>The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without the approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.</p>
235	HARBOR CHANNEL (Effective: September 15, 2005)
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	HARBOR SAFETY (Effective: September 15, 2005)
	<ol style="list-style-type: none"> 1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a "discharge officer" designated in the plan.

	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.
237	HOLIDAYS (Effective: October 26, 2023)
	When reference is made in this Tariff to "legal holidays," it means those days which are observed as holidays by the City of Pensacola and on which Port Administration will be closed.
239	INTRACOASTAL WATERWAY (Effective: September 15, 2005)
	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.
240	INDEMNIFICATION AND HOLD HARMLESS (Effective: September 15, 2005)
	<p>All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).</p>

241a	INSURANCE (Effective: January 1, 2015)
	<p>All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read:</p> <p>City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063</p>
241b	INSURANCE – CARGO (Effective: September 15, 2005)
	<p>The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.</p>
241c	INSURANCE- STEVEDORES AND FREIGHT HANDLERS (Effective: September 15, 2005)
	<p>Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such</p>

	<p>application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.</p>
242	<p>INVENTORY, REQUIREMENTS FOR (Effective: July 1, 2019)</p> <p>Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month.</p> <p>An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Shipper name; 2. Commodity; 3. Date received; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Service Order #, mark, or another identifier; and 8. Location; <p>An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Vessel name with arrival date; 2. Shipper and/or Receiver name; 3. Commodity; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Bill of Lading #, mark, or another identifier; and 8. Location; <p>For all cargo sold or released to other parties, the Permittee must identify:</p> <ol style="list-style-type: none"> 1. The receiving Permittee; 2. The party responsible for payment of the Authority's charges; 3. A copy of the release instructions from the original shipper; <p>All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p>

243	<p>LEASING OF REAL PROPERTY (Effective: July 1, 2019)</p>
	<p>Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.</p> <p>Leases do not provide paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease.</p> <p>All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor's Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.</p>
244	<p>LESSEES' AND RENTERS' RESPONSIBILITY (Effective: September 15, 2005)</p>
	<p>When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.</p>
245	<p>LIABILITY: EXCULPATORY PROVISION (Effective: September 15, 2005)</p>
	<p>No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).</p>
246	<p>LIABILITY AND PAYMENT OF CHARGES (Effective: July 1, 2019)</p>
	<ol style="list-style-type: none"> 1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff. 2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid. 3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or

attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.
5. [All handling charges](#) will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in [ITEM 222](#) of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this [ITEM 246](#). If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.
6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.
7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.
8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.
9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.
10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

	<p>11. The Port of Pensacola reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.</p> <p>12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.</p>																		
247	<p>LOCATION (Effective: July 1, 2019)</p>																		
	<p>The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.</p>																		
248	<p>LOITERING ON PREMISES (Effective: September 15, 2005)</p>																		
	<p>It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.</p>																		
249	<p>LOSS CONTROL AND SAFETY (Effective: September 15, 2005)</p>																		
	<p>All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.</p>																		
252	<p>MINIMUM BILLING CHARGES (Effective: October 26, 2023)</p>																		
	<table> <tr> <th>Billing Item(s)</th><th>Minimum Charge</th></tr> <tr> <td>Dockage, per vessel</td><td>\$275.00 \$350.00</td></tr> <tr> <td>Wharfage, per shipment (per booking #)</td><td>\$50.00 \$40.00</td></tr> <tr> <td>Handling Franchise, per shipment (per booking #)</td><td>\$15.00 \$10.00</td></tr> <tr> <td>Shore Power, per vessel</td><td>\$50.00 \$100.00</td></tr> <tr> <td>Stevedoring Franchise, per vessel</td><td>\$150.00 \$500.00</td></tr> <tr> <td>Storage, per invoice</td><td>\$ 500.00</td></tr> <tr> <td>Water, per vessel</td><td>\$75.00 \$125.00</td></tr> <tr> <td>All Other Charges</td><td>\$25.00 \$50.00</td></tr> </table>	Billing Item(s)	Minimum Charge	Dockage, per vessel	\$275.00 \$350.00	Wharfage, per shipment (per booking #)	\$50.00 \$40.00	Handling Franchise, per shipment (per booking #)	\$15.00 \$10.00	Shore Power, per vessel	\$50.00 \$100.00	Stevedoring Franchise, per vessel	\$150.00 \$500.00	Storage, per invoice	\$ 500.00	Water, per vessel	\$75.00 \$125.00	All Other Charges	\$25.00 \$50.00
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253	<p>NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) (Effective: October 20, 2009)</p>																		
	<p>All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI)</p>																		

	to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activities associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMP’s for Potential Pollutant Sources”, copies of which are available from the Port Director.			
254	NORMAL WORKING HOURS (Effective: September 15, 2005)			
	<p>The cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).</p> <p>Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.</p>			
256	OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015)			
	<p>Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.</p> <p>The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR154.156).</p>			
	<table><tr><td>OILY WASTE RECEPTION FACILITIES:</td></tr><tr><td>Oil Recovery Company Inc.</td></tr><tr><td>1101 S. Conception Street</td></tr></table>	OILY WASTE RECEPTION FACILITIES:	Oil Recovery Company Inc.	1101 S. Conception Street
OILY WASTE RECEPTION FACILITIES:				
Oil Recovery Company Inc.				
1101 S. Conception Street				

Mobile, AL 36603

PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of virtual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for a berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:

Dockside Services Inc.

2910 North Palafox Street

Mobile, AL 36633

PHONE: 251-438-2362

GENERAL GARBAGE FACILITY:

Waste Pro

401 West Burgess Road

Pensacola, FL 32503

PHONE: 850-474-0800

258

PALLET RENTAL AND USAGE
(Effective: September 15, 2005)

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference [ITEM 164](#)) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259	PERMIT AND FRANCHISE FEES (Effective: July 1, 2019)		
	Except as published in ITEMS 404a and 404b , the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on the Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.		
260	PILOT SERVICE (Effective: October 26, 2023)		
	PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:		
	<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>
	Pensacola Bay Pilots	Capt. Matthew Meilstrup	540-848-4524
261	POTABLE WATER (Effective: September 15, 2005)		
	All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).		
262	PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)		
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.		
264	RADIO EQUIPMENT (Effective: September 15, 2005)		
	The following radio channels are designated for radio communication at the Port of Pensacola:		
	<u>Radio Channel</u>	<u>Use</u>	
	Channel 10	Commercial	
	Channel 12	Port Operations	
	Channel 14	Port Operations	
	Channel 16	International Distress, Safety & Calling	
265a	RESERVED (Effective: July 1, 2019)		
265b	RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)		
	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.		
266	RAILROADS (Effective: September 15, 2005)		
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.		

267	<p>REQUIREMENT TO WORK OVERTIME (Effective: September 15, 2005)</p>
	<p>Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such an order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.</p> <p>Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be on the account of the vessel and the Port shall not be liable for any costs associated therewith.</p> <p>*Excluding meal periods.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
268	<p>RESPONSIBILITY FOR LOSS OR DAMAGE (Effective: September 15, 2005)</p>
	<p>Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.</p>
269	<p>RIGHT TO REFUSE CARGO (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load:</p> <ol style="list-style-type: none"> 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo is deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. <p>Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation.</p>

	<ol style="list-style-type: none"> 1. Cargo, the value of which may be determined to be less than the probable terminal charges; 2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	SHIPPER REQUESTS AND COMPLAINTS (Effective: September 15, 2005)
	<p>Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows:</p> <p>PORT OF PENSACOLA ATTN: Office of the Port Director Post Office Box 889 Pensacola FL 32594-0889</p>
271	SHUT-OUT CARGO (Effective: September 15, 2005)
	<p>The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).</p>
272	SIGNS (Effective: October 20, 2009)
	<p>Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.</p>
273	SMOKING (Effective: September 15, 2005)
	<p>It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.</p>
274	SPECIAL SERVICES (Effective: September 15, 2005)
	<p>Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.</p>
275	STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS (Effective: October 26, 2023)
	<p>The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.</p>

All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers

PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)

720A South Barracks Street

Pensacola, FL 32575

Phone: 850-438-3648 / Fax: 850-438-5214

Email: mpate@patestevedore.com

Steamship Agents

Host Agency, LLC
200 South Royal St.
Mobile, AL 36602
Phone: (251) 433-1536
Email: mobile@hostagency.com

DSV Marine Services
4084-B Government Blvd.
Mobile AL 36606
Phone: (251) 443-6789
Email: cherae.thomassie@dsv.com

Great Circle Shipping
3 W. Garden St.
Suite 707
Pensacola, FL 32501
Phone: (850) 429-0510
Email: calm@greatcircleship.com

Ross Maritime
1814 ASD Blvd. Building 50, Suite 224
Mobile, AL 36601
Phone: (251) 432-1611
Email: agency@rossmaritimeusa.com

Norton Lilly International
One St. Louis St., St.
500 Mobile, AL 36602
Phone: 251-214-6532
Email: pharrison@nortonlilly.com

Page & Jones, Inc.
52 N. Jackson St.
Mobile, AL 36602
Phone: 251-287-8700
Email: mlee@pagejones.com

Lott Shipping, Inc.
259 N. Conception St.
Mobile, AL 36603
Phone: 251-433-1621
Email: operations@lottship.com

<p>GAC - Shipping 5821 Rangeline Rd. Unit 104 Theodore, AL 36582 Phone: 251-443-7504 Email: agency.mobile@gac.com</p>
<p>Fillette, Green Shipping 261 N. Conception St. Mobile, AL 36603 Phone: 251-375-2224 Email: mob@fillettegreen.com</p>
<p>Nord-Sud Shipping, Inc. 11 North Water St. Suite 10290 Mobile, AL 36602 Phone: 251-431-7274 Email: nordsudmobile@nordsudshipping.com</p>

276 STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See [Appendix A](#) of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:

<u>Purpose</u>	<u>Original Application</u>	<u>Annual Fee</u>
Stevedore License	\$5,000.00	\$1,000.00
Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00

From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.

277a STORAGE INVOICES
(Effective: July 1, 2019)

The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of [ITEM 209](#).

Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.

When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.

Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.

277b	<p>STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N) (Effective: May 1, 2014)</p>
	<p>The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.</p> <p>Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.</p> <p>Free Time is defined as a specified number of days or hours during which materials and equipment may remain on the wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details.</p> <p>The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.</p>
278	<p>STORM PROTECTION (Effective: September 15, 2005)</p>
	<p>The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.</p>
279	<p>SUBSTITUTION OF VESSELS (Effective: September 15, 2005)</p>
	<p>When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date.</p> <p>Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).</p>
282a	<p>TARIFF - APPLICATION AND INTERPRETATION OF (Effective: May 1, 2014)</p>
	<p>The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director.</p> <p>The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.</p>

282b	TARIFF - CONSENT TO TERMS (Effective: September 15, 2005)
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	TIDES (Effective: September 15, 2005)
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	TRAFFIC VIA MOTOR CARRIER (Effective: September 15, 2005)
	<p>To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours.</p> <p>The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.</p>
285	TRESPASSING (Effective: September 15, 2005)
	<p>Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property.</p> <p>To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad rights-of-way and roadways which are owned, controlled or operated by the Port.</p> <p>Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.</p>
286	TUG SERVICE (Effective: July 1, 2019)

	<p>The Port of Pensacola performs no tug assistance in docking and undocking vessels at berths or slips. Such a service is performed by licensed towing companies. The Port of Pensacola has a mandatory tug utilization policy. All vessels in excess of 350' LOA are required to use at least one (1) tug to assist with channel transit, docking and undocking upon arrival and departure. At the discretion of the harbor pilot when warranted by tide, current and weather conditions, vessels 399' LOA and below AND equipped with DP2 or better dynamic positioning system technology may be exempted from this mandatory tug requirement. Outside of this requirement, all other tug use shall remain at the discretion of the vessel and harbor pilot. The resident harbor tug service provider at the Port of Pensacola is Portside Marine & Towing (850-777-1285).</p>
288a	<p>VESSEL(S) - SPEED (Effective: September 15, 2005)</p>
	<p>No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.</p>
288b	<p>VESSEL(S) - TO VACATE (Effective: July 1, 2019)</p>
	<p>The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.</p> <p>The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.</p> <p>If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel.</p> <p>If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement.</p> <p>Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.</p> <p>When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to</p>

	complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	VESSEL(S) - LIGHTS AT NIGHT (Effective: July 1, 2019)
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective: July 1, 2019)
	<p>Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director.</p> <p>Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise.</p> <p>Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such an exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.</p> <p>Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.</p>
288e	VESSEL(S) – MOORING (Effective: September 15, 2005)
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	VESSEL(S) – MOVEMENTS, REGULATION OF (Effective: September 15, 2005)
	<p>The Port of Pensacola shall regulate vessel movements within its jurisdiction by:</p> <ol style="list-style-type: none"> 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; <p>Published pursuant to Chapter 313.22, Florida Statutes, as amended.</p>
288g	VESSEL(S) - NUISANCE CREATED BY (Effective: September 15, 2005)

	<p>No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth.</p> <p>Except as provided by law, the blowing of whistles and horns is prohibited.</p>
288h	<p>VESSEL(S) - SUBJECT TO PILOTAGE (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. <p>Published pursuant to Chapter 310.141, Florida Statutes, 2000.</p>
292	<p>WEIGHING (Effective: February 15, 2009)</p>
	<p>Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.</p>
293	<p>WHARF CLEANING (Effective: July 1, 2019)</p>
	<p>All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola.</p> <p>If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required.</p> <p>All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.</p>
294	<p>WHARF OBSTRUCTION (Effective: July 1, 2019)</p>
	<p>Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and <u>\$250.00</u> charged for each day it remains unclaimed; together with expense of removal, storage or sale.</p>
295	<p>WHARF/TERMINAL LIGHTS; TRANSIT SHED USE (Effective: October 26, 2023)</p>

	<p>Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to \$100.00 per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of \$75.000 per night or fraction thereof.</p> <p>Vessels ordered to work overtime by the Port Director are exempt from this charge.</p>
296a	<p>WHARFAGE – EARNED (Effective: September 15, 2005)</p>
	<p>All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel.</p> <p>No wharfage charges will be assessed on ships' stores.</p>
296b	<p>WHARFAGE– RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)</p>
	<p>Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.</p>
296c	<p>WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)</p>
	<p>Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound.</p> <p>In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.</p>

Terminal Tariff 5-A

SECTION THREE – WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	ARTICLES NOT OTHERWISE SPECIFIED (NOS) (Effective: October 26, 2023)					
		Specifications	Wharfage	Unloading	Loading	
		Loose/Packages	\$2.50 \$3.00	Contact Pate Stevedore		
		Pallets/Pre-Palletized	\$2.50 \$3.00			
302	ALUMINUM, VIZ (Effective: October 26, 2023) PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOTLESS THAT 1,000 POUNDS					
		Specifications	Wharfage	Unloading	Loading	
		To/From Trucks or Flat/Rack Cars	\$2.00 \$2.15	Contact Pate Stevedore		
		To/From Boxcars	\$2.00 \$2.15			
306	BAGGED PRODUCTS, VIZ (Effective: October 26, 2023)					
	GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS	Specifications	Wharfage	Unloading	Loading	
		Bags/Sacks/Packages –	\$1.50 \$2.15	Contact Pate Stevedore		
		Palletized – Flatbed Truck Loading Only	\$1.50 \$2.15			
	Product	Specifications	Wharfage	Unloading	Loading	
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	\$1.50 \$2.15	Contact Pate Stevedore		
		Palletized – Flatbed Truck Loading Only	\$1.50 \$2.15			
	ROLLED OATS	Bags/Sacks/Packages	\$1.50 \$2.15			
	RICE/RICE PRODUCTS	Bags/Sacks/Packages	\$1.50 \$2.15			
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages	\$1.75 \$2.15			
		Pallets/Pre-Palletized	\$1.75 \$2.15			
	308	BEVERAGES (Effective: October 26, 2023)				
			Specifications	Wharfage	Unloading	Loading
		All Kinds, per barrel	\$2.00 \$0.20	Contact Pate Stevedore		
310	BULK MATERIALS, DRY (Effective: October 26, 2023)					
	Product	Specifications	Wharfage	Unloading	Loading	
	NOTOTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	\$2.00 \$2.15	Contact Pate Stevedore		

	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.00 \$2.15	Contact Pate Stevedore	
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.00 \$2.15		
	CEMENT/CEMENTPRODUCTS, GYPSUM ROCK, PUMICE, SALT AND ALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	\$2.00 \$2.15		
312	COTTON/COTTON LINTERS/RESINS IN BALES (Effective: October 26, 2023)				
		Specifications	Wharfage	Unloading	Loading
		Railcars/Vans/Flatbed Trucks in bales	\$2.00 \$0.75	Contact Pate Stevedore	
314	IRON/STEELARTICLES, VIZ (Effective: October 26, 2023) ANGELS, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR’S, ROUNDS, SLABS, AND TIN PLATE				
		Specifications	Wharfage	Unloading	Loading
		Lifts/Bundles – To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	\$1.90 \$2.15	Contact Pate Stevedore	
		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	\$1.90 \$2.15		
	NOTE: In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.				
316	LIME (Effective: October 26, 2023)				
	Product	Specifications	Wharfage	Unloading	Loading
	LIME HYDRATE	Bags/Pallets	\$2.00 \$2.15	Contact Pate Stevedore	
	LIME	Jumbo Sacks	\$2.00 \$2.15		
		Bulk	\$2.00 \$2.15		
318	LUMBER, VENEER/FOREST PRODUCTS				

(Effective: October 26, 2023)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u> <u>Loading</u>
	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	\$2.40 \$2.60 Per MBF	Contact Pate Stevedore
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	\$2.40 \$2.60 Per MBF	
	SHINGLES: (PALLETS/SKIDS)	All	\$2.00 \$2.60	
	TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	\$2.00 \$2.15	
		Open Top Cars	\$2.00 \$2.15	
	LOGS/POLES/POSTS/PILING: (65 ft. or Less)	Flatcars/Trucks - Bundles	\$2.00 \$2.15	
		Flatcars/Trucks - Loose	\$2.00 \$2.15	
		Open Cars/Open Top Flatcars - in bundles	\$2.00 \$2.15	
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	\$2.00 \$2.15	
		Flatcars/Trucks - Loose	\$2.00 \$2.15	
		Open Cars/Open Top Flatcars - in bundles	\$2.00 \$2.15	
	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	\$2.00 \$2.15	
320	MAGNESITE, DEAD/BURNT/CALCINED (Effective: October 26, 2023)			
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u> <u>Loading</u>
	POLYBAGS	Flatbed Trucks	\$2.00 \$2.15	Contact Pate Stevedore
	POLYBAGS	Open Top Flatbed Trucks	\$2.00 \$2.15	
	BULK	Covered Hopper Cars/Dump Trucks	\$2.00 \$2.15	
322	METAL/ALLOY, VIZ (Effective: October 26, 2023) ALUMINUM (BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES			
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u> <u>Loading</u>
		Boxcars/Vans	\$2.00 \$2.15	Contact Pate Stevedore
		Flatbed Trucks	\$2.00 \$2.15	
324	PAPER/PAPER ARTICLES/WOOD PULP (Effective: October 26, 2023)			

	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	PAPER: (WASTE/SCRAP)	Baled	\$2.00 \$2.15	Contact Pate Stevedore	
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPING PAPER	Rolled	\$2.00 \$2.15		
	WOODPULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	\$2.00 \$2.15		
326	RUBBER (Effective: October 26, 2023)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	NATURAL/SYNTHETIC (Not LIQUID/LATEX)	Baled/Packaged (Not Palletized)	\$2.00 \$2.15	Contact Pate Stevedore	
		Palletized/Unitized	\$2.00 \$2.15		
328	VEGETABLE OILS (Effective: October 26, 2023)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Barrels, Drums, Boxes or Cases	\$2.00 \$2.15	Contact Pate Stevedore	
		Palletized for Mechanical Handling	\$2.00 \$2.15		
330	VEHICLES, VIZ (Effective: October 26, 2023) AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	AUTOMOBILESAND TRUCKS		\$20.00	Contact Pate Stevedore	
	TRACTORS / COMBINES / AGRICULTURAL IMPLEMENTS / MILITARY JEEPS & HUMVEES		\$20.00		
	ARMORED PERSONNEL CARRIERS / MILITARY TANKS		\$35.00		
	MOTOR HOMES/ MOBILE HOMES/ HOUSE TRAILERS / PASSENGER BUS/SELF- PROPELLED CAMPING VEHICLE		\$75.00		
	GRADING/ROAD MAKING MACHINERY		\$30.00		
	RAILROAD CARS – EMPTY		\$20.00		
	RAILROAD CARS – LOADED	Per net ton of contents	\$2.00		

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400	DOCKAGE RATES (GSMTC) (Effective: October 26, 2023) All vessels subject to a \$275 \$350 minimum:			
	ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:			
	LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) PER 24 - HOURS
	Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)
	0	199	60.70	\$3.41 \$3.51
	200	399	121.60	\$4.48 \$4.61
	400	499	152.10	\$6.09 \$6.27
	500	599	182.60	\$8.18 \$8.43
	600	699	213.10	\$9.50 \$9.79
	700	799	243.50	\$12.05 \$12.41
	800	899	274.20	\$14.52 \$14.96
	900	And Over		\$17.37 \$17.89
BARGES:				
		LENGTH OVERALL	LENGTH OVERALL	RATE PER 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	199	\$275.00
		200	And Over	\$350.00
OTHER:				
TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT		LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	And Over	\$ 5.00
(*) Reference ITEMS 221a - 221d .				
NOTE 1:				

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:

The dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:

Ocean-going vessels in "repair" or "layup" status making application for lay berth in advance of docking may be granted ONLY if approved by the Port Director. Lay berth dockage will be assessed at 75% of the applicable published tariff rate.

- 1) Vessels permitted to arrive at the dock at least 24 hours prior to starting work may apply for lay berth status.
- 2) Requests for lay berth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work may apply for lay berth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:

Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:

The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

**404a FRANCHISE FEES – HANDLING GENERAL LICENSE
(Effective: July 1, 2019)**

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)
Minimum Charge Per Rail Car	\$25.00 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	\$6.00 each

404b

FRANCHISE FEES – STEVEDORES
(Effective: July 1, 2019)

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

Specifications	Fee
All General Cargo (Including Container Contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)

408

HARBOR FEES
(Effective: October 26, 2023)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL
Over (in Feet)	Not Over (in Feet)	
0	199	\$ 185.00 235.00
200	399	\$ 430.00 480.00
400	499	\$ 675.00 725.00
500	599	\$ 795.00 845.00
600	799	\$ 915.00 965.00
800	And Over	\$ 1,015.00 1,065.00

SUPPLEMENT TO HARBOR FEE

All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of \$0.25 Per Ton, or fraction, based on the weight of the cargo so handled or transferred.

This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.

410

LINE-HANDLING
(Effective: July 1, 2019)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in **ITEM 241a**. Firms currently authorized to perform line handling services at the Port of Pensacola are:

	Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).	
412	PILOT BOAT FEES (Effective: October 1, 2022)	
	<p>All vessels using a Pensacola Bay Pilot shall be assessed a pilot boat fee of \$800.00 if applicable to defray the expense of capital boat replacement, operators, and maintenance fees.</p> <p>May be subject to overtime rates for nights, weekends and holidays. See (ITEM 430).</p>	
414	FACILITY MAINTENANCE FEE (Effective: October 26, 2023)	
	<p>International vessels utilizing the Port of Pensacola facility will be subject to a facility maintenance fee of \$700.00 if deemed applicable. This fee is intended to offset the costs associated with customs declarations, safety and security inspections, enforcement activities, and immigration checks.</p>	
420	PASSENGER WHARFAGE RATES (Effective: July 1, 2019) (I)	
	<u>Specifications</u>	<u>Fee Per Passenger</u>
	Cruise Homeport Operations	\$15.00
	Cruise Port of Call Operations	\$10.00
	Persons aboard cargo, research or other commercial vessels booked as Passengers	\$15.00
	Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	\$ 5.00
426	RAILCAR SHUNTING (Effective: July 1, 2019)	
	<p>Unless otherwise specified herein, only the Port of Pensacola may shunt (switch) railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (ITEM 237).</p> <p>Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (ITEM 430) if applicable:</p>	
	<u>Specifications</u>	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof
	<p>When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:</p>	
	<u>Specifications</u>	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof

The party ordering shunting services shall have the option of selecting either the per-car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.

NORMALWORKING HOURS (see [ITEM 254](#)):

Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will

perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

OUTSIDE OF NORMAL WORKING HOURS:

Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

EXCEPTION:

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428

RAILCAR STORAGE
(Effective: June 23, 2007)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient

	time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of <u>\$1.50 Per Railcar, Per Day</u> .																																						
429	RAIL TRACK USAGE & MAINTENANCE FEE (Effective: July 1, 2019) Lessees and Terminal Operators conducting their own railcar shunting in accordance with ITEM 426 shall pay to the Port a Rail Track Usage & Maintenance Fee of \$25.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month's activity as tracked by the Port Operations Division.																																						
430	SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES (Effective: October 26, 2023) The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed: LABOR - Per Hour: <table><tr><th>Specifications</th><th>Fee</th></tr><tr><td>Supervisors</td><td>\$100.00 125.00</td></tr><tr><td>Mechanics & Equipment Operators</td><td>\$75.00 100.00</td></tr><tr><td>Laborers</td><td>\$50.00 75.00</td></tr><tr><td>Security Officers (With 30 Hours Advance Notice)</td><td>\$50.00 75.00</td></tr><tr><td>Security Officers (With Less Than 30 Hours Advance Notice)</td><td>\$75.00 75.00</td></tr></table> The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays. EQUIPMENT: <table><tr><th>Specifications</th><th>Per Day Fee</th><th>Per Week Fee</th></tr><tr><td>ITEM</td><td>(8 Hours)</td><td>(40 Hours)</td></tr><tr><td>Forklift (8,000 lb. Capacity)</td><td>\$225.00 400.00</td><td>\$1,100.00 1,600.00</td></tr><tr><td>Forklift (10,000 lb. Capacity)</td><td>\$300.00 500.00</td><td>\$1,350.00 2,000.00</td></tr><tr><td>Forklift with Operator</td><td>\$600.00 750.00</td><td>\$2,700.00 3,000.00</td></tr><tr><td>Sweeper with Operator</td><td>\$750.00</td><td>\$3,300.00 3,000.00</td></tr><tr><td>Work Boat with Operator</td><td>\$1,200.00 1,350.00</td><td>\$5,400.00</td></tr><tr><td>Pilot Boat with Operator</td><td>\$800.00 (per trip)</td><td>N/A</td></tr></table> Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweepers or boats without a Port operator. Forklift rentals commence at 0800 hours and ends at 1700 hours, Monday through Friday. Forklifts will be rented with a			Specifications	Fee	Supervisors	\$100.00 125.00	Mechanics & Equipment Operators	\$75.00 100.00	Laborers	\$50.00 75.00	Security Officers (With 30 Hours Advance Notice)	\$50.00 75.00	Security Officers (With Less Than 30 Hours Advance Notice)	\$75.00 75.00	Specifications	Per Day Fee	Per Week Fee	ITEM	(8 Hours)	(40 Hours)	Forklift (8,000 lb. Capacity)	\$225.00 400.00	\$1,100.00 1,600.00	Forklift (10,000 lb. Capacity)	\$300.00 500.00	\$1,350.00 2,000.00	Forklift with Operator	\$600.00 750.00	\$2,700.00 3,000.00	Sweeper with Operator	\$750.00	\$3,300.00 3,000.00	Work Boat with Operator	\$1,200.00 1,350.00	\$5,400.00	Pilot Boat with Operator	\$800.00 (per trip)	N/A
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Work Boat with Operator	\$1,200.00 1,350.00	\$5,400.00																																					
Pilot Boat with Operator	\$800.00 (per trip)	N/A																																					

full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of \$6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434 SECURITY FEE (GSMTC) (Effective: October 26, 2023)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

	FEEAGAINST	RATE	BASIS
	Vessels/Barges	13%	Of Dockage

Specifications

	FEEAGAINST	CARGO TYPE	RATE	BASIS
	Cargo			
		Break Bulk	\$0.33	Per Short Ton
		Bulk (Dry/Liquid)	\$0.08	Per Short Ton
		Containers	\$4.73 4.97	Each
		Vehicles	\$1.06 1.11	Each
		Passengers	\$1.06 1.11	Each

436a RESERVED

436b STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.) (Effective: October 26, 2023)

All commodities listed in [Section III](#) of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications

INSIDE:

First 15 – Day Period	\$0. 30 .35 Per Ton, Per Day
Second 15 – Day Period	\$0. 45 .50 Per Ton, Per Day
Thereafter	\$0. 75 .80 Per Ton, Per Day

Specifications

OUTSIDE:

First 15 – Day Period	\$0. 23 .30 Per Ton, Per Day
Second 15 – Day Period	\$0. 38 .45 Per Ton, Per Day
Thereafter	\$0. 68 .75 Per Ton, Per Day

Specifications

VEHICLES:

Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage ITEM 330) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:	
First 15 – Day Period	\$ 2.25 2.50 Per Vehicle, Per Day
Thereafter	\$ 4.50 5.00 Per Vehicle, Per Day

440

WATER

(Effective: October 26, 2023)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

Specifications

Fees

Per Ton (240 Gallons)	\$2.00
Hookup Fee/Meter Installation	\$ 50.00 75.00
Minimum water charge per vessel/tug/other	\$ 75.00 100.00

An additional fee of \$100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering device properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442	WATER HOSE RENTAL (Effective: October 26, 2023)						
	<p>When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.</p> <p>The vessel's agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.</p>						
	<table> <tr> <th data-bbox="250 579 862 621"><u>Specifications</u></th><th data-bbox="862 579 1520 621"><u>Fees</u></th></tr> <tr> <td data-bbox="250 621 862 663">Per 50-Foot Section</td><td data-bbox="862 621 1520 663">\$20.00 25.00</td></tr> <tr> <td data-bbox="250 663 862 699">Minimum Charge</td><td data-bbox="862 663 1520 699">\$40.00 50.00</td></tr> </table>	<u>Specifications</u>	<u>Fees</u>	Per 50-Foot Section	\$20.00 25.00	Minimum Charge	\$40.00 50.00
<u>Specifications</u>	<u>Fees</u>						
Per 50-Foot Section	\$20.00 25.00						
Minimum Charge	\$40.00 50.00						
443	Public Marinas (Effective: May 1, 2023)						
	<p>Rules and Regulations for Public Marinas:</p> <ul style="list-style-type: none"> • The docks are for transient vessels during daytime hours only, no overnight or after-hours dockage is permitted. Marina hours of operation are (6:00 AM – 10:00 PM) March 1 – November 1 and (6:00 AM – 6:00 PM) November 2 – February 28. • All boats utilizing the docks shall have a valid/current registration and be under 27' LOA (Length over all). • Boats utilizing the docks must be kept in a safe and clean condition. Boats shall conform to all federal, state, and city regulations concerning boat safety devices and equipment and be capable of moving under their own power. • All boats in the marina area approaching the docks shall proceed at idle, no wake speed, so as to prevent injury or damage to persons or property and observe all rules of the road. No wake is defined as reducing engine speed to complete idle so that the stern of the vessel rises to normal at rest height and no waves are created. Boats shall not anchor in the entrance or channels near the docks. • The discharge of untreated sewage, oil, or petroleum products or other pollutants into the water is prohibited. • Trash and garbage should be placed in the proper waste receptacles. • Docks shall be kept clear of stored materials, and hoses shall not run across the docks. • Excluding sanctioned and sponsored tournaments and events, fishing and cast netting are prohibited from docks, piers, or walkways. • Fish cleaning or disposal of fish remains is prohibited at the docks and in the marina. • Recreational swimming is prohibited in the waters near the docks. • Fireworks of any kind are not permitted on or near the marina docks. • The City of Pensacola reserves the right to refuse use of the docks to anyone at any time without notice at its sole discretion. • The City of Pensacola is not responsible for lost, stolen or damaged property. • Any vessel moored for 5 continuous days will be considered abandoned under Section 705.103(1), Fla. Stat. A 24-hour notice will be posted on the vessel before removing the vessel from the marina. See Section 327.60(5) • Overnight dockage is permitted for state and local government vessels. 						

Penalties for violation of section 443 – Rules and Regulations for Public Marinas:

Unless otherwise specified in this chapter, the owner of any vessel found to be in violation of any of the provisions in this chapter within the city shall be fined in the amount of \$100 for the first offense; \$250 for the second offense, \$500 for the third or subsequent offenses when the offenses subsequent to the first offense occur within 12 months of the first offense. The amount of the fine shall be doubled if payment is not received by the city, or if payment is not postmarked, within 15 days of the date of the notice of the violation.

Any person receiving a fine pursuant to the subsection above, vessel found to be in violation of the posted docking regulations may seek to have the fine rescinded by filing an objection with the Pensacola Parking Management within 15 days of the date of issuance of the fine. The Pensacola Parking Management shall schedule a hearing on the objection before the special magistrate at the regularly scheduled meeting and the special magistrate shall have the authority to confirm or rescind the fine. In order to support an order rescinding the fine, the special magistrate must find and articulate on record sufficient facts and circumstances that the fine was improvidently imposed, or that the fine should otherwise be rescinded. The recipient of the fine is not required to attend in person and may submit on-line testimony or evidence. The decision of the special magistrate shall be final.

The City shall be furnished to the state department of highway safety and motor vehicles, via an electronic means, a list of persons who have three or more outstanding vessel violations. In addition, a list of such violators shall also be provided to the clerk of the court of the county. The provisions of F.S. 320.03 (8), as amended, shall apply to each person whose name appears on such a list.

Under the authority of F.S. 320.03(8), as amended, if the name of the applicant for a vessel revalidation sticker appears on the list referred to in subsection (a) of this section and F.S. 316.1976(6), as amended, the revalidation sticker shall not be issued until the applicant's name no longer appears on said list or until applicant presents a receipt from the city showing the vessel fines have been paid.

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**Security Cost Share Program
(Effective: September 15, 2022)**

Security Cost Share Program:

- This is a MANDATORY program that involves all tenants leasing space at the Port of Pensacola requiring vessel operations.
- The program requires those specific tenants to cover a percentage of the security operating expenses.
- The details on the percentage required and amount due will be sent to each tenant. This percentage and amount will change based on the number of tenants involved in the program and amount paid by each tenant throughout the fiscal year from vessel activities.

Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	CONTAINER: POINT-OF-REST (Effective: September 15, 2005)
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	HANDLING OF CONTAINERS (Effective: September 15, 2005)
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	INTERIMPARKING AREA (Effective: September 15, 2005)
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	MARSHALING YARD (Effective: September 15, 2005)
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	RECEIVING/DELIVERING CONTAINER (Effective: September 15, 2005)
	<p>The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest.</p> <p>Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to affect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.</p>
510	RE-HANDLING CONTAINER (Effective: September 15, 2005)
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	RELOCATION OF EMPTY CONTAINER (Effective: September 15, 2005)

	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	SEGREGATION OF CONTAINER (Effective: September 15, 2005)
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	RECEIVING OF CONTAINER: FROM INLAND CARRIER (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	RECEIVING OF CONTAINER: HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT (Effective: September 15, 2005)
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	DELIVERY OF CONTAINER TO INLAND CARRIER (Effective: September 15, 2005)
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	CONTAINERS LOADED IN EXCESS OF RATED CAPACITY (Effective: September 15, 2005)

	<p>The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.</p>	
524	<p>CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS (Effective: September 15, 2005)</p>	
	<p>Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.</p> <p>Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:</p> <p>One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.</p>	
528a	<p>FREETIME: IMPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>	
	<p>The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:</p>	
	<p><u>Specifications</u></p>	
	Import Traffic	30 Days
	<p>On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).</p>	
528b	<p>FREE TIME: EXPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>	
	<p>The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:</p>	
	<p><u>Specifications</u></p>	
	Export Traffic	30 Days
	<p>1. LCLTRAFFIC: Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.</p>	
	<p>2. FCL TRAFFIC:</p>	

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).
4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from [ITEM 208e](#) of this Tariff, provided such charge is waived by the Port Director.
5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

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RATES AND CHARGES: CONTAINERIZED TRAFFIC
(Effective: July 1, 2019)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

<u>Specifications</u>				
WHARFAGE	EMPTY CONTAINERS	20’ or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit
<u>Specifications</u>				
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	\$2.00	
<u>Specifications</u>				
HANDLING FEES	To be quoted by the handling Stevedore			

Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.

Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see [ITEM 404a](#) and [ITEM 404b](#).

Note 3: For Security Fee applicable to container cargo, see [ITEM 434](#).

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CONTAINER STORAGE
(Effective: July 1, 2019)

Storage charges on containers held in excess of free time shall be as follows:

Specifications

EMPTY

Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	\$22.00	Per Container
	Over 21' in Length	Per 15-day period or Fraction Thereafter	\$35.00	Per Container

LOADED

Container	Any Size	Per 15-day period or Fraction Thereafter	\$2.50	Per Container
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Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600	ROLE OF THE PORT OF PENSACOLA (Effective: July 1, 2019)		
	The Port of Pensacola is a designated site within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola-Escambia Development Commission (PEDC), which resides in the offices of the Escambia County Commission, Office of the County Administrator, 221 Palafox Place, Suite 420, Pensacola, FL 32502; telephone: (850) 595-4947.		
602	SITE DESCRIPTIONS (Effective: September 15, 2005)		
	All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.		
	SITE #	LOCATION	DESCRIPTION
	1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.
	2	PENSACOLA INTERNATIONAL AIRPORT	The entire 1,400-acre airport site.
	3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.
	4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.
	5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.
604	ZONE SCHEDULE INCORPORATED BY REFERENCE (Effective: September 15, 2005)		
	The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.		
606	OPERATOR REQUIRED (Effective: September 15, 2005)		

	<p>The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to ensure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies.</p> <p>Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).</p>
608	<p>PAYMENT OF CHARGES (Effective: September 15, 2005)</p> <p>With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator.</p> <p>In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.</p>

Terminal Tariff 5-A

APPENDIX A – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

<p>SECTION I</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015)</p> <p>No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity.</p> <p>As used herein “stevedore” includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler.</p> <p>As used herein “freight handler” refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.</p> <p>Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License.</p> <p>Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be <u>non-exclusive</u> basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.</p>
<p>SECTION II</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)</p> <ol style="list-style-type: none"> 1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola’s Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, “Insurance;” ITEM 241c, “Stevedore and Freight Handling Insurance;” and Section VII of Appendix A.

	3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and any other pertinent information.
SECTION IV	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)
	<p><u>Stevedore License (original issue)</u></p> <ol style="list-style-type: none"> 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer to the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter. 5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why the Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer to the appeal for a hearing and action by the City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.
7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in [Sections II](#) and [III](#), the Port Director may issue a Freight Handling Permit.
2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.
3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

**SECTION
V** **STEVEDORE LICENSE/FREIGHT HANDLING PERMIT
FEES**
(Effective: July 1, 2019)

A separate License or Permit is required for each category of business.

Stevedore License Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$5,000.00
Annual Renewal Fee	\$1,000.00

Freight Handling Permit Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$2,500.00
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	Annual Renewal Fee	\$ 750.00
SECTION VI	STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)	
	<ol style="list-style-type: none"> 1. All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and such other matters as the Port Director deems appropriate. The Port Director may issue a renewal so that the applicant meets existing criteria. If the Port Director fails to grant a renewal, a public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant. 2. The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired. 3. No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days. 	
SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)	
	<p>Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola's Terminal Tariff No. 5-A ITEM 241a "Insurance" and ITEM 241c "Stevedore and Freight Handler Insurance," the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the applicant's proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:</p>	
	<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
	Workman's Compensation	Statutory
	Longshore and Harbor Workers	Statutory*

	Stevedore Legal Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$ 500,000.00
	Employer's Liability	\$ 500,000.00
	Automobile	\$1,000,000.00**
	Commercial General Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$1,000,000.00
	Performance Bond/Letter of Credit	\$ 10,000.00
	Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.
NOTES	* Not Required for Freight Handling Permit	
	** Combined Single Limit Bodily Injury and Property Damage	
	<p>Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.</p> <p>The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney's fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy.</p> <p>Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.</p>	

APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

(Effective: July 1, 2019)

1.	APPLICANT:		
2.	LOCAL MAILING ADDRESS:		
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:		
4.	FORM OF BUSINESS ENTITY: (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	
5.	STATE OF INCORPORATION:	DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:		
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	<input type="checkbox"/> Stevedore Franchise <input type="checkbox"/> Freight Handling Permit	
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)		
	<u>Date</u>	<u>Previous Business History</u>	<u>Locations</u>
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)		
	<u>Position</u>	<u>Name</u>	<u>Address</u>
			<u>% of Ownership</u>
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contendere? If so, explain:		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	List advantages you believe your company can bring to the Port of Pensacola:		

13.	<p>In support of this Application, please provide the following documents:</p> <p>Ownership or availability of equipment essential to the performance of proffered service, and;</p> <p>1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days' notice):</p> <table border="1"> <thead> <tr> <th></th> <th>TYPE</th> <th>MINIMUM</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>Worker's Compensation Insurance</td> <td>Statutory</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)</td> <td>Statutory</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Employer's Liability Insurance (Including Jones Act)</td> <td>\$ 500,000</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Stevedore's Legal Liability</td> <td>\$ 500,000</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)</td> <td>\$1,000,000</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)</td> <td></td> </tr> <tr> <td colspan="2">2. Performance Bond or Letter of Credit</td> <td>\$ 10,000</td> </tr> <tr> <td colspan="3">3. Enclose check for applicable license:</td> </tr> <tr> <td></td> <th>TYPE</th> <th>AMOUNT</th> </tr> <tr> <td><input type="checkbox"/></td> <td>Stevedore Franchise License Initial Application or Reinstatement</td> <td>\$5,000.00</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Stevedore Franchise License Renewal</td> <td>\$1,000.00</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Freight Handling Permit Initial Application or Reinstatement</td> <td>\$2,500.00</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Freight Handling Permit Renewal</td> <td>\$ 750.00</td> </tr> <tr> <td colspan="3">4. Financial Statements – Last two (2) years; Audited Preferred</td> </tr> </tbody> </table>				TYPE	MINIMUM	<input type="checkbox"/>	Worker's Compensation Insurance	Statutory	<input type="checkbox"/>	Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory	<input type="checkbox"/>	Employer's Liability Insurance (Including Jones Act)	\$ 500,000	<input type="checkbox"/>	Stevedore's Legal Liability	\$ 500,000	<input type="checkbox"/>	Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	\$1,000,000	<input type="checkbox"/>	Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)		2. Performance Bond or Letter of Credit		\$ 10,000	3. Enclose check for applicable license:				TYPE	AMOUNT	<input type="checkbox"/>	Stevedore Franchise License Initial Application or Reinstatement	\$5,000.00	<input type="checkbox"/>	Stevedore Franchise License Renewal	\$1,000.00	<input type="checkbox"/>	Freight Handling Permit Initial Application or Reinstatement	\$2,500.00	<input type="checkbox"/>	Freight Handling Permit Renewal	\$ 750.00	4. Financial Statements – Last two (2) years; Audited Preferred		
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15.	<p>If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Name</th> <th>Address</th> <th>% of Ownership</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Position	Name	Address	% of Ownership																																									
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16.	<p>Does Applicant have any affiliated or subsidiary companies? If so, please list:</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No																																													
	<p>Company Name:</p>		<p>Address:</p>																																													

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	<p>The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by:</p> <ul style="list-style-type: none"> a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	<p>The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to:</p> <ul style="list-style-type: none"> a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a , ITEM 241c , and Section VII of Appendix A of this Tariff.
9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
13.	It is understood and agreed that Stevedore Franchisee/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this _____ day of 20_____.

BY: _____
(Authorized Representative – Notarized Signature Required)

(Name of Firm)

Receipt Acknowledged:

(Port Director or Authorized Representative)

(Date)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00752

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH COUNCIL ON AGING OF WEST FLORIDA, INC.

RECOMMENDATION:

That City Council approve an Agreement for Services between the City of Pensacola and Council on Aging of West Florida, Inc. for \$70,000 under the Community Development Block Grant Program. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Program Agreement consistent with the terms of the Agreement and Mayor's Executive Powers as granted in the City Charter

HEARING REQUIRED: No Hearing Required

SUMMARY:

On July 20, 2023, the City Council approved the 2023 Community Development Block Grant (CDBG) Annual Action plan, which included a public service activity for nutritional meal programs for elderly income eligible residents for the 2023-24 fiscal year. This annual Agreement with Council on Aging of West Florida, Inc. will provide nutritional meal services to include Meals on Wheels and Senior Dining site services to eligible City residents.

As a direct entitlement community, the City of Pensacola is eligible for CDBG funds under Title I of the Housing and Community Development Act of 1974, as amended. A minimum of 70% of CDBG funds must be spent on activities directly benefiting low and moderate income residents (at or below 80% or area median income).

PRIOR ACTION:

July 20, 2023-City Council approved the CDBG Annual Action Plan

FUNDING:

Budget: \$ 70,000

Actual: \$ 70,000

FINANCIAL IMPACT:

No City general funds are required. Funds are available from 2023 CDBG funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/26/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Interim Housing Director

ATTACHMENTS:

- 1) FY 2023-24 CDBG Council on Aging Agreement

PRESENTATION: No

**AGREEMENT FOR SERVICES
BETWEEN CITY OF PENSACOLA AND
COUNCIL ON AGING OF WEST FLORIDA, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, but effective October 1, 2023, by and between the City of Pensacola ("City"), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and Council on Aging of West Florida, Inc. ("Recipient"), non for profit corporation organized under the laws of the State of Florida, located at 875 Royce Street, Pensacola, Florida 32503, (the City and Recipient collectively referred hereinafter as the "Parties").

WITNESSETH:

WHEREAS, the Council on Aging of West Florida, Inc. (COA) provides public service activities through the administration of nutritional service programs for elderly and disabled City residents; and

WHEREAS, the City received and is responsible for the administration of Community Development Block Grant (CDBG) funds (CFDA #14.218), made available through the United States Department of Housing and Urban Development (HUD) and authorized by Title 1 of the Housing and Community Development Act of 1974, as amended: and other Federal legislative actions, as applicable, which may be used for public service activities; and

WHEREAS, the Recipient has agreed to provide nutritional service programs under the CDBG program public service activity through the obligations established under this Agreement for the benefit of City residents; and

WHEREAS, the City desires to enter into an Agreement with the Recipient to provide public service activities through the Recipient's administration of nutritional service programs to City residents; and

WHEREAS, these CDBG funds would provide approximately 13,000 meals for qualified City residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions and promises herein contained the appropriation and disbursement of funds by the City now and hereafter made, the parties agree as follows:

Section 1. Recitals: The recitals contained above are hereby declared by the Parties to be true and correct and are incorporated into this Agreement.

Section 2. Term: This Agreement shall be effective for a period beginning the first day of October 2023 and shall terminate on September 30, 2024.

Section 3. Scope of Services: Recipient shall perform all work and services described in, and in accordance with, the Agreement Documents and specifically described in Exhibit "A", Work Program, which by this reference is incorporated into and made part of this Agreement.

Section 4. Compliance with Law: Recipient shall comply with all applicable Federal, state, and local laws, ordinances, rules and regulations pertaining the performance of this Agreement.

Section 5. Indemnification: Recipient is responsible for and shall indemnify City against all damage or loss caused by fire, theft, or otherwise, to materials, tools equipment and consumables left on City Property by the Recipient. (See Exhibit C)

Section 6. Compensation: The City agrees to pay Recipient the sum of **\$70,000** solely from available 2023 CDBG funds (Grant #B-23-MC-12-0016) to implement the eligible community development public service activities in accordance with the Agreement Documents.

Section 7. Reimbursement: *Payment will be made on reimbursement basis only* and requests for reimbursement must be submitted in the form and with the content prescribed by the City. The City will pay to the Recipient funds available under this Agreement based on information and documentation (See Exhibit B) submitted by the Recipient to the City, so long as such information and documentation is consistent with any approved budget, HUD regulations and City policies concerning payments. Payments will be made only for eligible expenses actually incurred by the Recipient. If applicable, payments will be adjusted by the City in accordance with program income balances available in Recipient accounts. All funds not expended by September 30, 2023 shall remain in custody of the City. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Recipient. Payments may be contingent upon the certification of the Recipient's financial management system in accordance with the standards specified under generally accepted accounting principles approved by the City and outlined in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference.

Section 8. Appropriation of Funds: Recipient shall commence and complete all work and services pursuant to the Agreement Documents. If the Recipient should fail to satisfactorily perform its duties herein set forth, or in the event that all funds should fail to be or cease to

be provided to the City, then the City may suspend or terminate this Agreement in accordance with 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference, and may reimburse payments that were expended up to the date of termination only.

Section 9. Audit Provision: The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement:

- A. To procure and maintain insurance as described in Exhibit C.
- B. To consent to such audits that the City and/or HUD may require.
- C. To produce all documents required upon request by the City and HUD.
- D. To abide by the requirements established in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein.
- E. To provide the City with two copies of the financial audit of the program showing the financial affairs of the Recipient during the period of the Agreement which will contain separate analysis indicating the use of CDBG grant funds. The audit will be prepared by an independent certified public accountant or firm and will be provided within ninety (90) days of the end of the Agreement expiration and meet the standards as described in 2 CFR Part 200 known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein. The Recipient is responsible for costs associated with the above-

mentioned audit, including review of documented procurement policies and procedures for procurement transactions.

F. To abide by the requirements, as applicable, that CDBG funds must directly be spent on administrative expenses and projects. Each activity must meet CDBG eligibility requirements and compliance with CDBG primary objectives of benefit to low and moderate-income families. The Recipient will verify with Housing that the activities funded in whole or in part with CDBG funds must benefit low/moderate income residents of the City of Pensacola.

G. Recipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, as applicable.

H. Deposition of program income received by Recipient. All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 CFR 570.504(c), as applicable. Any CDBG program income received is to be returned to the City.

I. Recipient agrees to comply with applicable uniform administrative requirements as set forth in 24 CFR 570 and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, specifically 24 570.502.

J. Recipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K and successors thereto, all of which are hereby referred to and incorporated by reference herein as applicable, except

that the Recipient does not assume the City's environmental responsibilities (24 CFR 570.604) and the City's responsibility for initiating the review process under provisions of 24 CFR Part 52 (Intergovernmental Review of HUD Programs and Activities) and successors thereto, all of which are hereby referred to and incorporated by reference herein.

K. Recipient agrees further that it shall be bound by the standard terms and conditions used in the grant Agreement between the City and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Agreement or subsequent to the execution of this Agreement by the parties hereto.

L. Subcontracting: None of these services covered by this Agreement shall be subcontracted without approval of the Agreement document and prior written approval of the City.

Section 10. Audit Inspections: The Recipient agrees to maintain such property, personnel, all financial and accounting records, client and other records and documents, papers, maps, photographs, and other materials as are necessary to properly account for all funds expended in performance of the Agreement.

A. Pursuant to Schedule GS-1-SL Item 109 Grant Files: Grant Agency, and successors thereto, all of which are hereby referred to and incorporated by reference. These records and accounts shall be subject at all times to inspection, review, audit for a period of five (5) fiscal years following the termination of this Agreement by both the City and HUD, or recipient shall transfer these records and accounts to the custody of the City in order to insure their accountability for such a

period. However, if any litigation, claim, negotiations, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five fiscal year period whichever is later.

B. Recipient shall have an adequate financial system and internal fiscal controls in accordance with Federal requirements.

C. Any funds expended in violation of this Agreement shall be refunded in full to the City from subsequent requests for payment.

Section 11. Procurement: The Recipient must have documented procurement procedures and shall be required to adhere to procurement requirements as described in 2 CFR Part 200 specifically 2 CFR 200 317-326 including Appendix II of part 200 contract provisions for non-federal entity contracts and known as the “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” and successors thereto, all of which are hereby referred to and incorporated by reference herein in their purchase of materials, supplies, equipment, and services. The Recipient must award contracts only to responsible contractors processing the ability to perform successfully. Records must be maintained to sufficiently document rationale for procurement method, selection of contract type, contractor selection or rejection and basis for contract price,

A. Any purchase or aggregate purchase of \$10,000-\$250,000 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or

aggregate purchase less the \$10,000 must comply with micro purchase procedures used for procurement.

B. Price and rate quotations shall be obtained from an adequate number of qualified sources. Competitive proposals must be used when sealed bids are not appropriate. For procurement by noncompetitive proposal when items are only available from a single source one or more of the following must apply:

1. Available only through a single source;
2. Public exigency or emergency will not permit delay required for competition;
3. Awarding agency has expressly authorized a noncompetitive process or after the solicitation of a number of sources;
4. After solicitation of a number of sources, competition is deemed inadequate.

C. Recipient must take affirmative steps to insure small and minority businesses, women owned businesses and labor surplus area firms are used when possible.

D. Procurement must be conducted in a manner that provides full and open competitions. Recipient must make available, upon request, technical specifications of proposed procurement to ensure the item or service is the one proposed for acquisition.

E. Written procedures that ensure clear and accurate description of the technical requirements for materials, products and services including identifying all the requirements that offerors must fulfill and all others factors to be used in evaluating

bids and proposals. All materials related to procurement and acquisition shall be made available by Recipient to City/HUD for audit purposes upon request.

Section 12. Termination: The City may terminate this Agreement in accordance with 2 CFR 200 and successors thereto, in whole or in part and may recover any CDBG funds at its discretion, if Recipient:

- A. Violates any provision of this Agreement; or
- B. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended ;or
- C. Violates any applicable regulations or terms and conditions of approval of the applications that HUD has issued or shall subsequently issue during the period of the Agreement; or
- D. Fails to complete performance in a timely manner.

Either party may terminate this Contract with or without cause by providing thirty (30) days prior written notice of such termination.

Section 13. Notice: All notices required under this Agreement shall be in writing and shall be given by hand-delivery or by registered mail or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, if by mail, on the date of actual or courier deposit (pickup) date. Notice shall be addressed to the following:

City of Pensacola	Meredith Reeves
	City of Pensacola
	420 W. Chase Street
	P.O. Box 12910
	Pensacola, FL 32521-0031
	Phone (850) 858-0311

Email: mreeves@cityofpensacola.com

Sub Grantee/
Recipient

Joshua D. Newby, President/CEO
875 Royce Street
P.O. Box 17066
Pensacola, FL 32522-7066

Section 14. Nepotism: The Recipient agrees to abide by the provisions of Section 112.3135 *Florida Statutes*, and successors thereto, pertaining to nepotism their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

Section 15. Housing and Urban Development Act of 1968 Section Three Clause: The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause and successors thereto, all of which is hereby referred to and incorporated herein.

Section 16. Equal Employment Opportunity: The Recipient agrees to abide by the Equal Employment Opportunity Clause for Agreements Subject to Executive Orders No. 11246, 11478, and 136752 and successors thereto, all of which is hereby referred to and incorporated by reference herein.

Section 17. Conflict of Interest: In procurement of supplies, equipment, construction and services by Recipients and sub recipients, the conflict-of-interest provisions of in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference herein specifically 2 CFR 200.317 and 200.318.

A. In all cases not governed by 2 CFR 200, the provisions of 24 CFR 570.611 and successors thereto, all of which are hereby referred to and incorporated by reference herein shall apply. Such cases include the acquisition and deposition of

real property and the provision of assistance by the Recipient by its sub recipient or to individuals , businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202, or grants, loans or other assistance to businesses, individuals and other private entities pursuant to 24 CFR 570.203,570.204, 570.703.i).

B. Conflicts Prohibited. Except for approved eligible administrative or personnel costs, the general rule is that no person described in the following paragraph (Persons Covered) who exercise or have exercised any functions or responsibilities with respect to CDBG or sub-grantee activities assisted under this part or who are in a position to participate in decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have interest in any agreement, subcontract or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

C. Persons Covered. The conflict-of-interest provisions of the above paragraph (Conflict Prohibited) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Recipient or any designated public agencies or sub recipients which are receiving funds under this part. Written standards of conduct covering organizational conflicts of interest are required and must include disciplinary actions for violations of standards of conduct.

Section 18. Necessary Approvals: Recipient shall procure all permits, licenses and certificates or any approvals in performance and completion of this Agreement as may be required by Federal, State, and local laws, ordinances, rules and regulations and in accordance with Agreement documents.

Section 19. No Waiver: No waiver, alterations consent or modification of any of the provisions of the Agreement Documents shall be binding unless in writing and signed by the Mayor. An annual adjustment to estimated costs and /or estimated units in Exhibit A, VI, Budget that does not change the overall sum set out in Section 5 Compensation of the Agreement shall not be subject to this Section.

Section 20. Miscellaneous Provision: This Agreement is governed and construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the state courts of Escambia County, State of Florida, and each party waived the right to change of venue. The Recipient agrees to comply with all applicable Federal, State, and local laws, ordinances, codes, and regulations. Any conflict or inconsistencies between the above Federal, State, or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

Section 21. Nondiscrimination: Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability in performance of this Agreement.

Section 22. Public Records: The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0704, *Florida Statutes*, and obligations

respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specially that the contracting parties hereto shall comply with requirements within Attachment "A" attached hereto and incorporated by reference.

Section 23. Mandatory Use of E-Verify System: In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 24. Entire Agreement: This instrument and its attachments constitute the sole and only Agreement of the parties relating to the subject matter hereof and correctly set forth rights, duties, and obligations of each to the other as of its date. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either Party.

**[SIGNATURE PAGE TO FOLLOW]
Remaining Page Intentionally left blank**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written:

RECIPIENT

CITY OF PENSACOLA

Council on Aging of West Florida, Inc.,
a Florida non-profit corporation

By: _____
Joshua D. Newby,
President/CEO

By: _____
D.C. Reeves, Mayor

Attest:

City Clerk, Ericka L. Burnett

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney

Attachment "A"

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

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

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

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

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

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

EXHIBIT A Work Program

I. SCOPE OF SERVICES

The **Council on Aging of West Florida, Inc. (COA)**, is a private, non-profit agency dedicated to providing direct and indirect services for older citizens of Escambia County, Florida. The COA has a voluntary Board of Directors whose members make policy and set direction for the organization. Services by the COA will be provided to low or moderate income persons living within the city limits of the City of Pensacola.

The following services will be available:

- A. Meals on Wheels - Meals on Wheels is a nutrition program designed for the homebound elderly. Each person is provided with a nutritionally balanced meal(s), which consists of one-third minimum daily nutritional requirement for persons of age 60 and over.
- B. Senior Dining Sites – Senior Dining Site meals are available at ten (10) sites throughout Escambia County and provide good fellowship and a noontime meal (one-third minimum daily requirement). Five (5) meal sites are currently located within the City. They include the following locations and census tracts:

<u>Location</u>	<u>Census Tract</u>
Bayview Senior Center	9
Cobb Center	6
Fricker Center	4
Westminster Retirement Village	4
Council on Aging of West Florida	1
Gull Point	11

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisement and/or promotion a statement that whole or partial funding of the project is supplied by the City of Pensacola's Community Development Block Grant, or wording to that effect. Each activity funded in part or whole with Community Development dollars must identify benefit to low or moderate income families* (either direct or area benefit) or aid in the prevention or elimination of slum and blight.

*A low or moderate income person or household under the CDBG program means a person or household whose income is within the limits defined below adjusted for family size (at or below 80% of area median income):

**2023 INCOME GUIDELINES
(CDBG Effective Date: June 15, 2023)**

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$17,200	\$28,650	\$45,850
2	19,650	32,750	52,400
3	22,100	36,850	58,950
4	24,550	40,900	65,450
5	26,550	44,200	70,700
6	28,500	47,450	75,950
7	30,450	50,750	81,200
8	32,450	54,000	86,400

Income limits as released annually by HUD are provided above and may be updated without formal contract amendment with written notification from the City contract manager.

III. RECIPIENT INFORMATION:

ADDRESS: P.O. Box 17066
Pensacola, Florida 32522-7066

CONTACT PERSON: Joshua D. Newby

TITLE: President/CEO

PHONE: (850) 432-1475

IV. MONTHLY STATUS REPORTS

- A. A monthly status report is due each month during the contract period and shall continue until all information concerning the project has been received by the City.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.
- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible projects or program costs.
- D. Monthly reports are due for each month for the period of time covered by each pay request. Requests for payment will not be processed unless up-to-date monthly reports have also been submitted.

- E. Monthly reports not submitted shall give cause for further payments to the Recipient being withheld (a sample report is attached).

V. QUARTERLY BENEFICIARY REPORTS

- A. A quarterly beneficiary report is due for each quarter during the contract period and will be reported for each month in the reported quarter.
- B. The quarterly report must identify each project/activity undertaken, service, or participant (if applicable) by address, census tract, race, gender, income (30% AMI, 50% AMI, or 80% AMI), number in household, type of assistance, frequency of assistance, and benefit to low/moderate income family or persons (either direct or area) for reported period (a sample report form is attached).
- C. The quarterly report is due within twenty (20) working days after the reported quarter.
- D. Each quarterly report should report cumulative unduplicated clients for the year by quarter. The first quarter report would cover $\frac{1}{4}$ of the year, the second quarter would cover $\frac{1}{2}$ of the year, the third quarter report would include $\frac{3}{4}$ of the year and the fourth quarter would include the total year's unduplicated clients. This report should also include Race/Ethnicity and Income Level divided by type of services specified in Part I above for all reported unduplicated clients.
- E. A year end summary report of all clients assisted under this grant with race, income, and gender demographics together with a narrative summary of accomplishments shall be provided. The year-end summary is due by the second Friday in November to the City contract manager for annual reporting to HUD. The reporting period covers clients assisted annually from October 1 through September 30.

VI. BUDGET

The Recipient shall adhere to the following budget in performing the services required under this Agreement:

Service	Estimated* per unit cost	Estimated* # of Units	Total Cost of Service
Meals on Wheels and Senior Dining Site Meals	\$5.35 (for period covering 10/1/23-9/30/24)	13,084	\$70,000

Total Available Cost of Services \$70,000

*All units of service are *estimated* based on current costs per unit of service and subject to adjustment. Services of Meals on Wheels and Senior Dining Site Meals Estimated Per Unit Cost may be adjusted upon request of the Vendor and agreement of the Recipient during the term of this Agreement; the remainder of the Agreement shall remain in full force and effect. Total Cost of Service may not exceed \$70,000. A copy of the Vendor's request to Recipient for the Per Unit Cost shall be provided to Housing Department prior to its effective date.

VII. AUDIT REQUIREMENTS

The Recipient shall provide Housing with an audit report showing the financial affairs of the Recipient during the period of the Agreement.

VIII. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the budget (Section VI). Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure. Requests for payment will not be honored if received by the Housing Department later than thirty (30) days after the expiration date of this agreement. All expenses must have incurred during the Agreement term to be eligible for reimbursement. Requests by the Recipient for payment shall be accompanied by proper documentation and shall be submitted to Housing for approval no later than thirty (30) days after the last date covered by the request. For purposes of this Section, copies of invoices, canceled checks/bank statements shall be submitted within thirty (30) days after each pay request, and paid receipts shall be considered proper documentation for verification of spending. (See Exhibit B)

IX. PROJECT EVALUATION, MONITORING AND REVIEW

- A. This program may be monitored during the period of the Agreement. The Recipient shall provide any reasonable information and/or materials, including personnel records and procurement records as required in 2 CFR Part 200 known as the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" and successors thereto, all of which are hereby referred to and incorporated by reference, to the person monitoring the project to aid in the assurance that the Agreement is being adhered to in a legal manner.
- B. The City Housing Department reserves the right to evaluate and review this Agreement and its effectiveness. If found not to be effective, legal changes will be made to the Agreement or the Agreement may be terminated according to Section 12, Termination.

Exhibit B
Forms and Reports

PAYMENT REQUEST FORM

NAME: _____ REQUEST NUMBER: _____

ADDRESS: _____ PHONE NUMBER: _____

Date Payment Request Submitted: _____

Date Payment Desired: _____

- | | | |
|----|---|----------|
| 1. | Total Amount of Funds Budgeted | \$ _____ |
| 2. | Total Funds Received to Date | \$ _____ |
| 3. | Total Funds Remaining in Budget | \$ _____ |
| 4. | Total Funds to be Received from this Request
(Must attach invoices, checks & receipts) | \$ _____ |
| 5. | Remaining Balance after this Request | \$ _____ |

I certify that the reported data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Title

COMMENTS:

BANK _____ ACCOUNT

MONTHLY STATUS REPORT

REPORT NO. _____

TO: CITY OF PENSACOLA
HOUSING DEPARTMENT

FROM: _____

PROJECT: _____

REPORT PERIOD: _____ TO: _____

DATE SUBMITTED: _____

I. PROGRESS REPORT

A. DESCRIBE IN DETAIL WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR/EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET, IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANCIAL REPORT

AGREEMENT AMOUNT \$70,000.00

Month of _____, 20____

ITEM

COST

Total Expenditures this Period

\$ _____

Remaining Agreement Amount

Balance End of this Reporting Period

\$ _____

COMMENTS: _____

I certify that to the best of my knowledge the data reported is correct.

Date

Authorized Signature

Title

(Include all cancelled checks/bank statements and paid receipts for verification of spending during the reporting period.)

Exhibit C

INSURANCE AND INDEMNIFICATION

Before starting and until termination of work for, or on behalf of the Owner, the Contractor shall procure and maintain insurance of the types and limits specified.

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

COVERAGE

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

Worker's Compensation

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease.

Commercial General and Automobile Liability Coverage

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. **The City of Pensacola shall be an Additional Insured** and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The Owner shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations and independent contractors,. Minimum limits of \$1,000,000 per occurrence, and in the aggregate must be provided. The coverage shall be written on occurrence-type basis.

Automobile Liability coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned or hired automobiles. Minimum \$500,000 combined single limit to be provided.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the Owner shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. **The Owner shall be named as an Additional Insured** and this contract shall be listed. If required by the Owner, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the Owner, an ACORD 25. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the Owner and shall file with the Owner, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Owner, the Contractor shall, upon instructions of the Owner, cease all operations under the Contract until directed by the Owner in writing, to resume operations.

INSURANCE OF THE CONTRACTOR PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be

limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE OWNER

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00777

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$400 to First City Arts Alliance for the Pensacola Mural Fest and \$1,000 for the Watson Family Foundation Thanksgiving Food Giveaway from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Pensacola Mural Fest began in 2022 when a group of Pensacolians who are passionate about art and Pensacola came together and decided that Pensacola ought to celebrate the murals across our community and add to the City's collection. These people were supporters of the arts, the Pensacola Muralists and Tanyard Neighborhood residents, and when they came together, Pensacola Mural Fest (Formerly First City Mural Fest) was launched. In 2022, the group started with a one-day event at Emerald Republic Brewing Co. Eight local artists were selected and painted panels during the annual Foo Foo Fest. The experiment was so successful that in 2023 a number of businesses along the Barrancas corridor between Garden Street and Main Street offered their walls for full-scale murals. This year's mural fest will have artists painting starting November 4th with a community celebration the weekend of November 11th and 12th. Funding will go towards offsetting costs associated with this event.

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission

is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Annual Thanksgiving Dinner Giveaway.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 8,843	FY 2024 District 7 Discretionary Funds
Actual:	\$ 400	First City Arts Alliance/Pensacola Mural Fest
	<u>1,000</u>	The Watson Family Foundation
	<u>\$ 1,400</u>	

FINANCIAL IMPACT:

A balance of \$8,843 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$7,443 will remain in the District 7 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00781

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council approve funding of \$500 for the H.Y.P.E. Annual Turkey Drive from the City Council Discretionary Funds for District 4.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards this turkey drive.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 9,804	FY 2023 District 4 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 4 Discretionary Funds
	<u>\$20,504</u>	

Actual: \$ 500 H.Y.P.E.

FINANCIAL IMPACT:

A balance of \$9,804 is currently within the District 4 Discretionary Fund Account for FY 2023 and \$10,700 within the District 4 Discretionary Account for FY 2024 for a total balance of \$20,504. Upon approval by City Council, a balance of \$20,004 will remain in the District 4 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00796

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Teniadé Broughton

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$1,000 to OnBikes Pensacola, \$500 to the Sons and Daughters of Italy in America and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

OnBikes Pensacola was started in 2016 by Pensacola native, Walker Wilson. The initial goal was to provide 100 bikes and helmets to children in Pensacola's local foster care system and guardian ad litem program. Through the generosity of the local community, OnBikes has been able to provide over 3,500 bikes, bike locks, helmets and countless smiles to children in Pensacola. For the past four years, they have partnered with Communities Caring at Christmas and the Southern Youth Sports Association to ensure they are placing these bikes in the hands of deserving children. Their goal this year is to provide over 550 bikes to children in our community this Holiday Season. Funding will be used towards the purchase of bicycles to attain this goal

Founded in 1905 as a mutual aid society for the early Italian immigrants, today the Order Sons and Daughters of Italy in America has thousands of family members located in all fifty states and the District of Columbia, making it the leading service and advocacy organization for the nation's estimated 26 million people of Italian descent. Their mission includes encouraging the study of Italian language and culture in American schools and universities, preserving Italian American traditions, culture, history and heritage; and promoting closer cultural relations between the United States and Italy. Their major annual fundraising event is their Fiesta Italiana which was held on October 13 & 14, 2023. Proceeds generated at this event are used in supplementing their yearly charitable donations and scholarships to benefit the Pensacola community. Funding will be used

towards this event.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	\$ 3,207	FY 2023 District 5 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 5 Discretionary Funds
	<u>\$13,907</u>	
Actual:	\$ 1,000	OnBikes Pensacola
	500	Sons and Daughters of Italy in America
	<u>1,000</u>	EComfort, Inc.
	<u>\$ 2,500</u>	

FINANCIAL IMPACT:

A balance of \$3,207 is currently available within the District 5 Discretionary Fund Account for FY 2023 and \$10,700 within the District 5 Discretionary Fund Account for FY 2024 for a total balance of \$13,907. Upon approval by City Council, a balance of \$11,407 will remain in the District 5 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00797

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JENNIFER BRAHIER - DISTRICT 1

RECOMMENDATION:

That City Council approve funding of \$1,000 for The Watson Family Foundation Thanksgiving Food Give Away, \$1,000 to Ecomfort, Inc. at the Epps Christian Center, \$1,000 for the H.Y.P.E. Annual Turkey Drive and \$2,500 to Pensacola Habitat for Humanity from the City Council Discretionary Funds for District 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Watson Family Foundation was created in 2016 with the opening of the Watson Firm, PLLC. Attorney Aaron Watson and his wife, Kimberly, were so moved by the community's support upon opening their law firm that they immediately began looking for meaningful ways to give back. The Watson Firm soon became known for its annual Thanksgiving Dinner Giveaway and its Backpack Giveaway. Guided by generational values, the Watsons believe in continuing their family legacy of faith-based outreach, community service and mentorship. The Watson Family Foundation's mission is to help bridge the gap that separates deserving families from the support needed to guide them toward leading thriving lives. Funding will be used towards their Annual Thanksgiving Dinner Giveaway.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and families socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used

towards the distribution of food for individuals and families.

H.Y.P.E. is a non-profit organization whose mission is to provide comprehensive and innovating programs that will serve the youth to envision and navigate a course for a rewarding future characterized by achievement, independent thought and social responsibility. One of those programs is their Annual Turkey Drive. The Annual Turkey Drive feeds many families that would not be able to afford Thanksgiving meals for their families. It also provides kids the opportunity to help their community and teach them the importance of giving back and community service. Funding will be used towards the Annual Turkey Drive.

Since 1981, Pensacola Habitat for Humanity has built over 1,400 homes in the Escambia and Santa Rosa County areas. They reach wide across the community, with various programs and services aimed at transforming communities, one homeowner at a time. Their programs include a Home Buyer Program, Community Development and HUD Housing Counseling. They offer qualified Home Buyers a quality, energy-efficient home designed to reflect the local climate and culture. Additionally, their Community Development Program works to preserve homeownership for residents of Escambia and Santa Rosa Counties with incomes at or below 80% of the Area Median Income. The Community Development Program offers assistance programs for critical home repairs and other services that enhance the quality of life. In addition, this program focuses on engaging and empowering residents to revive their neighborhoods and become leaders within their communities, contributing to the sustainability of these revitalization efforts. Their HUD Housing Counseling program provides assistance towards managing individual or family finances, balancing income and expenses, budgeting, managing debt, improving credit history, saving for future goals and preparing to purchase a home. Funding will be used towards their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 9,200	FY 2023 District 1 Discretionary Funds Balance
	<u>10,700</u>	FY 2024 District 1 discretionary Funds
	<u>\$19,900</u>	
Actual:	\$ 1,000	The Watson Family Foundation
	1,000	Ecomfort, Inc.
	1,000	H.Y.P.E.
	<u>2,500</u>	Habitat for Humanity
	<u>\$ 5,500</u>	

FINANCIAL IMPACT:

A balance of \$9,200 is currently within the District 1 Discretionary Fund Account for FY 2023 and \$10,700 within the District 1 Discretionary Fund Account for FY 2024 for a total balance of \$19,900. Upon approval by City Council, a balance of \$14,400 will remain in the District 1 Discretionary Fund Account.

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00719

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

REQUEST FOR LICENSE TO USE (LTU) RIGHT OF WAY - 801 EAST GREGORY STREET

RECOMMENDATION:

That City Council consider the request for a License to Use (LTU) Right of Way for improvements at 801 East Gregory Street.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Kerioth Corporation, Inc. is requesting approval for an LTU for additional parking and improvements within the N. 13th Avenue and E. De Leon Street rights-of-way.

The additional parking is being requested in connection with a proposed 132-room hotel. Per Sec. 12-4-1(2), Parking requirements for specific land uses, hotels require 1 parking space per room. In addition to being located in the Gateway Redevelopment District and the Dense Business District, this property is also in the CRA Urban Core where certain land uses are eligible for reduced parking, and where "lodging" may apply a 35% reduction. However, the applicants do not wish to apply the reduction and are seeking the license to use to meet their full 132-parking calculation requirement. If granted, the license to use would allow the owners to designate the on-street parking for their exclusive use. Additionally, the applicants would be responsible for all right-of-way improvements, maintenance, insurance coverage, and an annual fee.

The plans currently reflect the following parking calculation:

- 111 parking stalls proposed on-site
- 13 parking stalls proposed in 13th Avenue right-of-way (requiring a license to use)
- 8 parallel parking stalls proposed on De Leon Street right-of-way (requiring a license to use)

On September 12, 2023, the Planning Board voted 2:2 on the request.

City staff is currently working on an internal Mayoral policy for the review and approval of future requests for the exclusive use of parking within the City right of way. Conversations with the applicant

and the Mayor's Office has been that a new agreement, replacing this LTU agreement, will be established between the City and the applicant once the new internal policy is in effect.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

- 1) License to Use Application - 801 E Gregory Street
- 2) Planning Board Minutes September 12, 2023 DRAFT
- 3) KERIOTH LTR - Terms of LTU - Proposed Homewood Suites

PRESENTATION: No

License To Use City Right-Of-Way

☐

Minor License To Use

Application Fee: \$500.00
 Rehearing/Rescheduling Fee: \$100.00
 Annual Fee: \$500.00
 Insurance Coverage: \$1,000,000.00

☒

Major License To Use


Application Fee: \$1,000.00
 Rehearing/Rescheduling Fee: \$100.00
 Annual Fee: (Major) \$1,000.00
 Insurance Coverage: \$1,000,000.00

Applicant: _____

Applicant's Address: _____

Email: _____ Phone: _____

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this License to use. I have received a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meetings. In the case of the Pensacola Neighborhood Challenge Grant applications, I understand that this application will be considered during the execution of the contract and does not require further review from the Planning Board or City Council. If applicable, I understand a City Right-of-Way permit must be acquired from the City Engineering Department prior to any work commencing within the right-of-way.

Applicant's Signature: _____  _____ Date: 8/11/2023

Property Information

Property Owner: _____ Phone: _____

Location Address: _____

Parcel ID # _____ - _____ - _____ - _____ - _____ - _____

Purpose of Use of City Right-Of-Way: _____

Please attach a map indicating the actual dimensions of the requested license.

<u>For Office Use Only</u>		
District: _____		Zoning: _____
Date Received: _____	Case Number: _____	Annual Fee: _____
Planning Board date: _____	Recommendation: _____	Amount of Insurance Coverage: _____
City Council date: _____	Council Action: _____	_____

Planning Services
222 W. Main Street * Pensacola, Florida 32502
(850) 435-1670
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

MAJOR License To Use City Right-Of-Way

Sec. 12-11-7. License to use right-of-way.

- (a) Application.
 - (1) An application for license to use right-of-way must be submitted to the Planning Department at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning Board.
 - (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
 - (3) No application shall be considered complete until all of the following has been submitted:
 - (a) The application shall be submitted on a form provided by the Board Secretary.
 - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 1. Accurate site plan drawn to scale;
 2. Reason for license to use request.
 - (4) The applicant shall be required to pay an application fee according to the current schedule of fees established by the City Council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition.
 - (5) Any party may appear in person, by agent, or by attorney.
 - (6) Any application may be withdrawn prior to action of the Planning Board or City Council at the discretion of the applicant initiating the request upon written notice to the Board secretary.
- (b) Planning Board review and recommendation. The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.
 - (1) Public Notice for license to use right-of-way.
 - (a) The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Board meeting. The public notice shall state the date, time, and place of the Board meeting.
- (c) City Council review and action. The Planning Board recommendation shall be forwarded to the City Council for review and action.
 - (1) Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
 - (2) Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

Corporation:

Full legal name of the Corporation: _____

Official Corporate Address: _____

President or Vice-President: _____

Name & Title – _____

Corporate Secretary: Name – _____

Limited Liability Company (LLC):

Full legal name of company: _____

Official Address: _____

Managing Member or member: _____

Name & Title – _____

Planning Services
222 W. Main Street * Pensacola, Florida 32502
(850) 435-1670
Mail to: P.O. Box 12910 * Pensacola, Florida 32521

MINOR License To Use City Right-Of-Way

Sec. 12-11-7(e). License to use right-of-way.

(e) Approval of minor encroachments. Minor encroachments into the right-of-way may be approved administratively if the conditions of this section are met. Minor encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.

(1) Design standards and regulations. The request shall be reviewed to ensure the minor encroachment does not pose any safety concerns, that a six-foot wide pedestrian path is maintained, and that the minor encroachment does not interfere with any utilities or facilities within the right-of-way.

- a. For out-swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.
- b. Awnings that project over the right-of-way but do not require support columns in the right-of-way may be considered a minor encroachment.
- c. The building official or city engineer will determine the boundaries of the minor encroachment area.
- d. Failure to maintain the minor encroachment area may result in citations being issued.

Application. Applications for minor encroachments shall be made jointly by the property owner and the business owner for the respective property that is seeking an extension of its business premises. Additional Information Required for Corporations and LLCs: If approved, this information will be used as part of the legal agreement. Must be licensed to do business within the State of Florida.

Corporation:

Full legal name of the Corporation: _____

Official Corporate Address: _____

President or Vice-President: _____

Name & Title – _____

Corporate Secretary: Name – _____

Limited Liability Company (LLC): _____

Full legal name of company: _____

Official Address: _____

Managing Member or member: _____

Name & Title - _____

Minor encroachments shall be reviewed by the building official or his or her designee prior to the issuance of building permits. For minor driveway encroachments, the city engineer or his or her designee shall review the request prior to the issuance of a permit.

If the request is denied or if it is determined that the encroachment is major and therefore administrative approval is not allowed, the permittee may either withdraw the request or may submit a request for a license-to-use pursuant to subsections 12-11-7(a) through (c).

Building Official Signature - _____

Comments - _____

City Engineer Signature - _____

Comments - _____

City of Pensacola

License to Use City Right-of-Way Application

August 11, 2023

Additional Project Narrative: Homewood Suites by Hilton

Project Description:

The Homewood Suites by Hilton hotel project is located at 801 E Gregory Street and bound by Bayfront Parkway to the south, 13th Street to the west, 14th Street to the east and E Gregory Street to the north.

As presented, the project will be a 132 key hotel project with a mixture of rooms sizes meeting (or exceeding) Hilton brand standard design requirements. The Homewood Suites planned for 801 E Gregory is the most recent generation of design by Hilton for the Homewood Suites extended stay brand. Meaning, it will be the most current Homewood Suites design, providing a long lasting, contemporary and current hotel experience for visitors and guests.

The License to Use City Right-of-Way is being requested for the following reasons:

- 1) Parking requirements direct one (1) space per room (132 total spaces required). The License To Use will provide twenty-one (21) parking spaces for the project, allowing it to meet the one space per room/key parking requirement.
- 2) The site has elevation and infrastructure constructability challenges. An ECUA sewer line is also located within the developable site boundaries. To limit impact to the existing sewer main, several design adjustments were made to the building and site, specifically parking lot layout.
- 3) An area not too dissimilar from the proposed LTU area is currently in use and has been for an undetermined amount of time (prior to PFLKH, LLC's procurement of the site). The existing condition will be modified and improved to meet current City of Pensacola guidelines and requirements. Note sheet A002 for street view photos of the existing parking spaces and utilization.
- 4) The property immediately to the west of E Gregory Street is utilizing City of Pensacola Right-of-Way in a similar manner. The proposed improvements inside the Right-of-Way will provide uniform and consistent parking infrastructure along 13th Street.
- 5) Parallel parking spaces (8 total) are proposed along DeLeon Street. The installation of curb and gutter, sidewalks and required drainage will improve all portions of the transportation infrastructure along DeLeon Street. Parallel parking will also provide a

buffer for pedestrians utilizing sidewalks in and around the Homewood Suites project property.

- 6) Lastly, Kerioth Corporation (as developer and owner) desires to improve the site and boundaries of the property that impact the experience of future guests / customers. Sidewalks, adequate and convenient parking, new curb and gutter conditions, etc. will all add to the guest experience and are important to both Hilton and Kerioth.

We appreciate your consideration of this Right-to-Use Application and look forward to working with the City of Pensacola.

GRAPHIC SCALE



11"x17" SCALE 1 inch = 60 ft.

SITE DATA:

801 E. GREGORY ST.
PARCEL ZONING: GRD
FLU: R

BUILDING SETBACKS REQUIRED:
BAYFRONT PARKWAY FRONTAGE: 50'
GREGORY STREET: 10'
ALL OTHER STREETS: 5'
MAXIMUM BUILDING HEIGHT: 100' @ PROPERTY or SETBACK LINE

MAXIMUM LOT COVERAGE (STRUCTURE AREA): 75%

NEW IMPERVIOUS SURFACE PROPOSED IN R/W: 7,156 SF

TOTAL SITE AREA=79,100 SF

GREEN SPACE PROVIDED:

18,428 SF

TOTAL GREEN SPACE WITHIN PROPERTY BOUNDARIES=23.3%

*FDOT ABANDONED R.O.W. (DRIVEWAYS REMOVED) FOR GREEN SPACE ONLY:

1,654 SF

TOTAL GREEN SPACE (INCLUDING R.O.W. RECAPTURE): 20,082 SF

TOTAL COMBINED GREEN AREA = 25.4%

LEGEND:

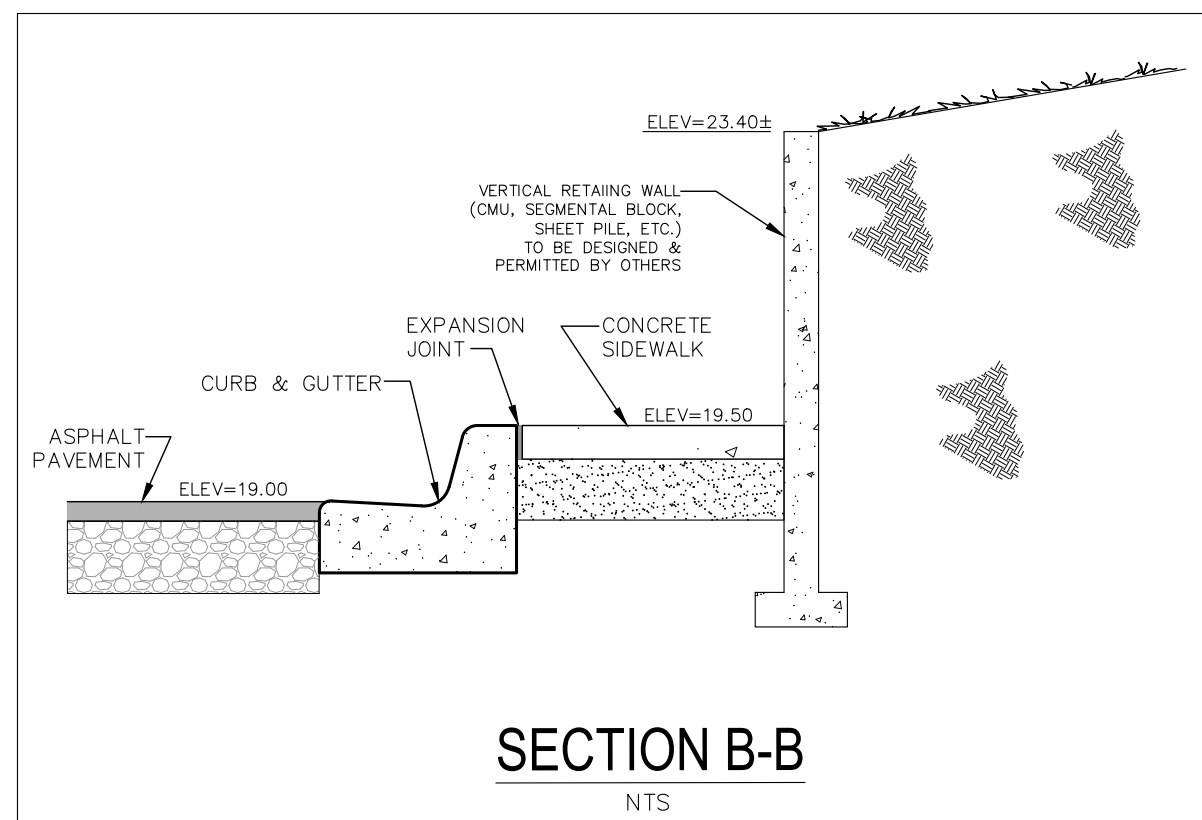
	DENOTES EXISTING ASPHALT		DENOTES EXISTING CHAIN LINK FENCE		DENOTES EXISTING UTILITY POLE
	DENOTES PROPOSED LIGHT DUTY ASPHALT		DENOTES EXISTING WIRE FENCE		DENOTES EXISTING GUY WIRE
	DENOTES PROPOSED HEAVY DUTY ASPHALT		DENOTES EXISTING OVERHEAD UTILITIES		DENOTES EXISTING BACKFLOW PREVENTER
	DENOTES EXISTING CONCRETE		DENOTES EXISTING STORMWATER MANHOLE		DENOTES EXISTING WATER METER
	DENOTES PROPOSED CONCRETE		DENOTES EXISTING SANITARY SEWER MANHOLE		DENOTES EXISTING TREE
	DENOTES PROPOSED PAVERS		DENOTES EXISTING CONTOUR		DENOTES EXISTING FIRE HYDRANT
	DENOTES EXISTING STORM PIPE		DENOTES PROPOSED RETAINING WALL		DENOTES QUANTITY OF PARKING STALLS PER ROW ON-SITE
			DENOTES QUANTITY OF PARKING STALLS PER ROW IN PUBLIC R/W		

PARKING CALCULATIONS:

6-STORY HOTEL WITH 132 ROOMS
AS PER 12-3-1(B) CITY OF PENSACOLA LDC:
1 PARKING STALL PER ROOM REQUIRED
132 ROOMS ~ 132 STALLS REQUIRED

106 REGULAR STALLS PROPOSED ONSITE
5 HANDICAP STALLS PROPOSED ONSITE
8 PARALLEL STALLS PROPOSED IN DELEON STREET R/W
13 REGULAR STALLS PROPOSED IN 13TH AVENUE R/W
132 TOTAL STALLS PROPOSED

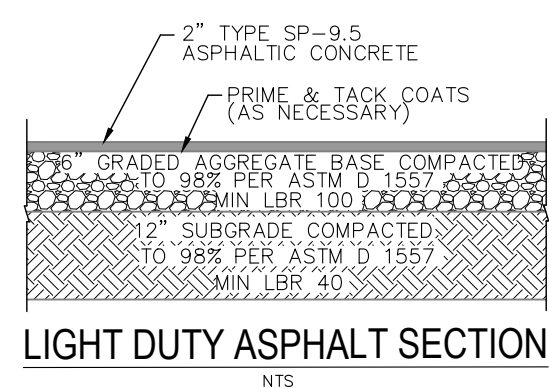
NOTE: HANDICAP PARKING SIGNS SHALL CONFORM TO FDOT ROADWAY AND TRAFFIC DESIGN STANDARD INDEX NUMBER 17355, SHEET 3 OF 8, FTP-25 SIGN.



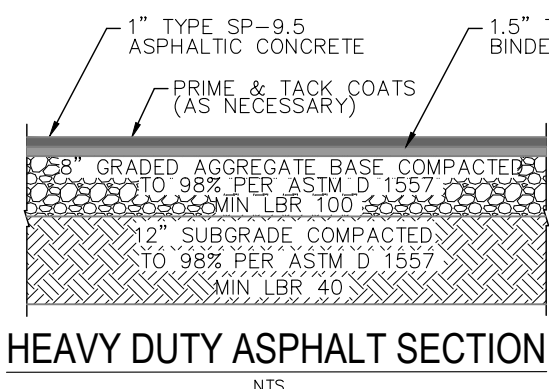
SECTION B-B
NTS

CITY STANDARD SIDEWALK DETAIL #1

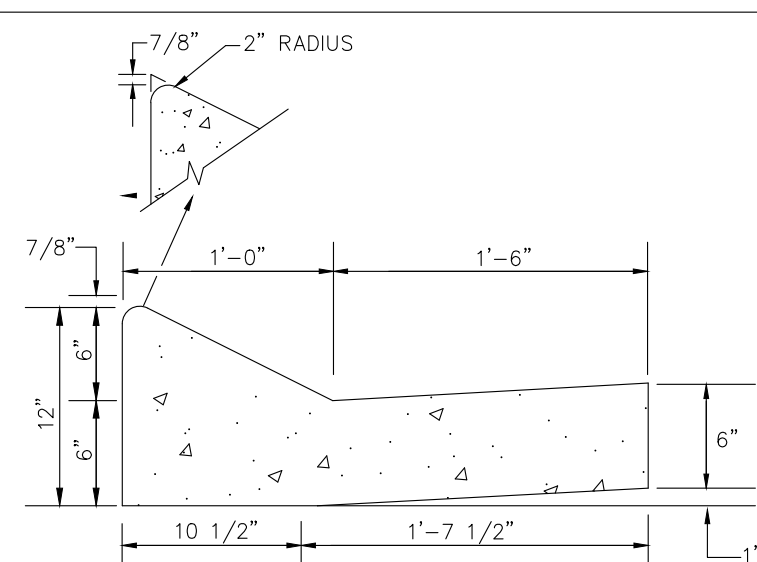
NTS



NOTE:
CONTRACTOR MUST PROVIDE ENGINEER OF RECORD WITH BASE AND SUBGRADE. COMPACTION TESTING RESULTS PRIOR TO CONSTRUCTING ANY ASPHALT SURFACE. CONTRACTOR MUST PROVIDE ENGINEER OF RECORD WITH ASPHALT CORE TESTING RESULTS PRIOR TO FINAL "AS-BUILT" APPROVAL AND SUBMITTAL TO A.H. CONTRACTOR TO COORDINATE WITH E.O.R. TO DETERMINE TEST LOCATIONS.

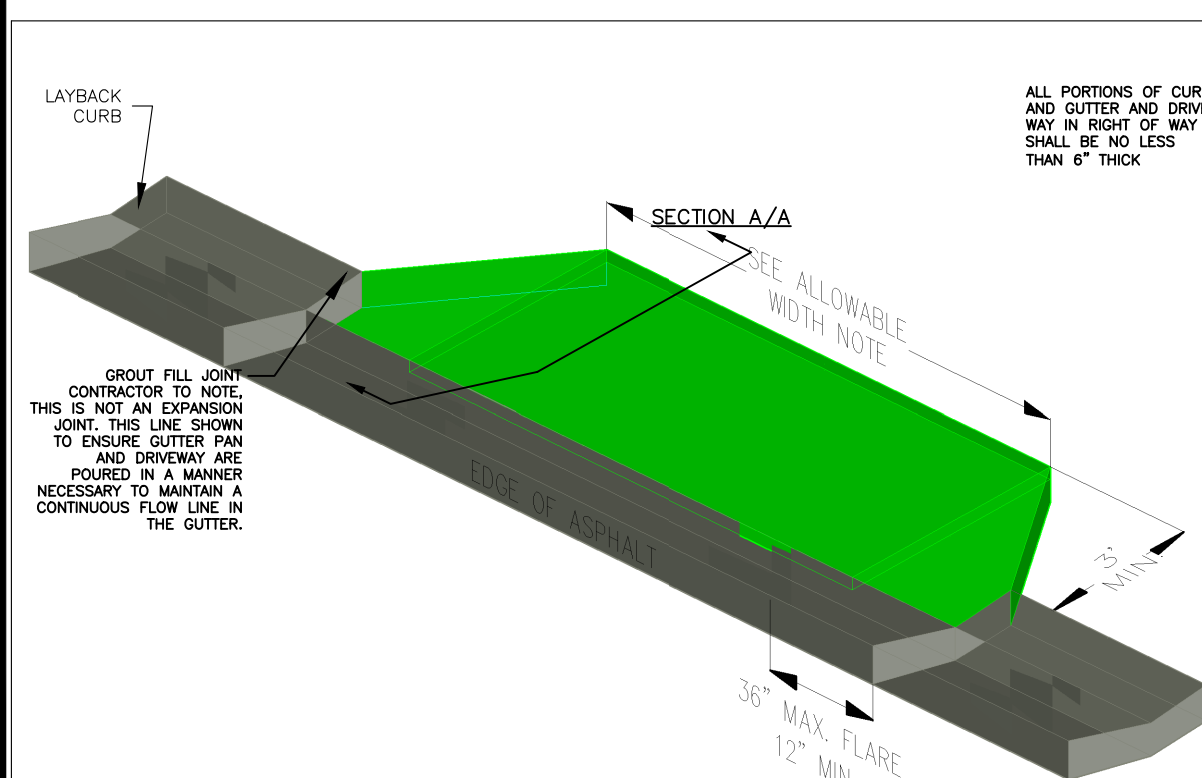


HEAVY DUTY ASPHALT SECTION
NTS



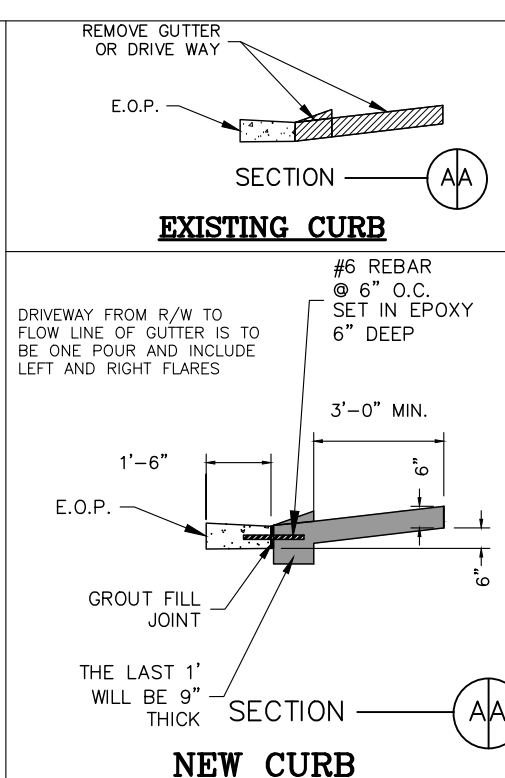
LAYBACK CURB
SECTION A-A
NTS

NOTES:
1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER & AT ALL PC'S & PT'S. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 60' ON CENTER, TYPICAL FOR ALL CURB.
3. CONCRETE TO BE A MINIMUM OF 3000 PSI AT 28 DAYS WITH FIBERMESH.



CITY OF PENSACOLA
TYPE "B" (LAYBACK) CURB DRIVEWAY DETAIL

DRIVEWAY SHALL BE INSTALLED IN SUCH A MANNER AS TO FURTHER CREATE A PARALLEL WITH DRIVE CURB AS INDICATED HEREIN. NON-SUBJECT FURNISHMENT AND TRAFFIC PROPERTY. INSTALLATION OF DRIVEWAY SHALL ALLOW FOR PROPORTIONATE TO PLUG ALONG SAME COURSE AS PRE-CONSTRUCTION CONDITIONS. FOR FURTHER INFORMATION, CONTACT THE CITY OF PENSACOLA BUILDING INSPECTION DEPARTMENT @ 438-5600.



NEW CURB

INSPECTION	
DRIVEWAY/LAYBACK CURB/OTHER WORK	
PRELIMINARY INSPECTION COMPACTION AND FORM WORK IS INSPECTED BY THE ENGINEERING AND CONSTRUCTION SERVICES (24 HOURS BEFORE POURING). IF MODIFYING EXISTING CURB CITY & DRIVEWAY SECTION DOES NOT MEET STANDARDS THEN DRIVEWAY SECTION MUST BE REMOVED AND REPLACED TO MEET CITY STANDARDS.	
FINAL INSPECTION FINAL INSPECTION IS CONDUCTED AFTER THE DRIVEWAY/LAYBACK CURB OR OTHER WORK HAS BEEN COMPLETED (LATER POURING). PLEASE CALL 438-5600 BETWEEN 7:30 A.M. - 4:30 P.M. TO SCHEDULE THE PRELIMINARY AND FINAL INSPECTIONS.	
NOTES: • 3000 PSI CONCRETE AT 28 DAYS WITH 1LB. FIBER REINFORCEMENT PER CU. YD. • EDGE OF PAVEMENT SHALL BE SLOTTED AS NECESSARY TO PREVENT PAVEMENT CRACKING AND TO PROVIDE SMOOTH EDGE/TRANSITION BETWEEN EXISTING AND CONCRETE. • EXPANSION JOINTS AS REQUIRED. • EDED WITH 1" RADIUS AND BROOM FINISH.	
ALLOWABLE WIDTH	MIN. MAX.
() RESIDENTIAL: 12'-0" (JOINT-USE DRIVEWAY)	24'-0"
() RESIDENTIAL: 20'-0" (JOINT-USE DRIVEWAY)	24'-0"
() RESIDENTIAL: 24'-0" (MULTI-FAMILY)	40'-0"
() COMMERCIAL: 12'-0"	40'-0"

8" WIDE CONCRETE CURB WITH LEVEL PAVERS

2 PROPOSED PARKING STALLS IN 13TH AVENUE R/W

13TH AVENUE 100' R/W (PUBLIC)

11 PROPOSED PARKING STALLS IN 13TH AVENUE R/W

PROPOSED FLOW ARROW-TYP.

DRIVEWAY CONNECTION FOR DUMPSTER PATH

PROPOSED LAYBACK CURB

TRANSITION LAYBACK CURB TO FDOT TYPE F CURB & GUTTER

PROPOSED SIDEWALK IN DELEON STREET R/W

8 PROPOSED PARKING STALLS IN DELEON STREET R/W

GRASS FILLED GEO SYSTEM PAVERS.

GREGORY STREET 80' R/W (PUBLIC)

DeLEON STREET 50' R/W (PUBLIC)

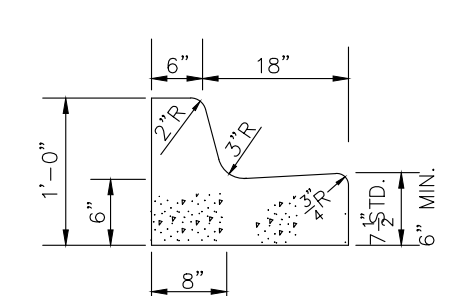
PROPOSED SIX-STORY HOTEL WITH 132 ROOMS

POSSIBLE STORM WATER DETENTION TYPICAL

14TH AVENUE R/W VARIES (PUBLIC)

PROPOSED SIDEWALK IN 14TH AVENUE R/W

BAYFRONT PARKWAY STATE ROAD #30 (PUBLIC) R/W VARIES



CURB & GUTTER DETAIL
NTS

NO.	DATE	REVISIONS

THIS DRAWING IS THE PROPERTY OF HAMMOND ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART. IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

HE
HAMMOND ENGINEERING, INC.
FLORIDA AUTHORIZATION NO. 9130
ALABAMA AUTHORIZATION NO. 3277
3802 NORTH "S" STREET
PENSACOLA, FLORIDA 32505
850 434-2603
FAX 850-434-2650
TOM@SELANDDESIGN.COM

SCHEMATIC SITE PLAN FOR		CITY OF PENSACOLA, FLORIDA	
HOMEWOOD SUITES		NOT RELEASED FOR CONSTRUCTION	
DRAWN BY: CUG	DESIGNED BY: RLS	PROJECT NO: 23-012	SHEET:
CHECKED BY:	DATE: 08/10/23	SCALE: AS SHOWN	BY:
DATE: 08/10/23	DATE: 08/10/23	DATE: 08/10/23	DATE: 08/10/23



SITE LOCATION

CONCEPTUAL REVIEW
PLANNING BOARD

HOMEWOOD SUITES

PENSACOLA, FLORIDA DATE: AUGUST 11, 2023

A 001





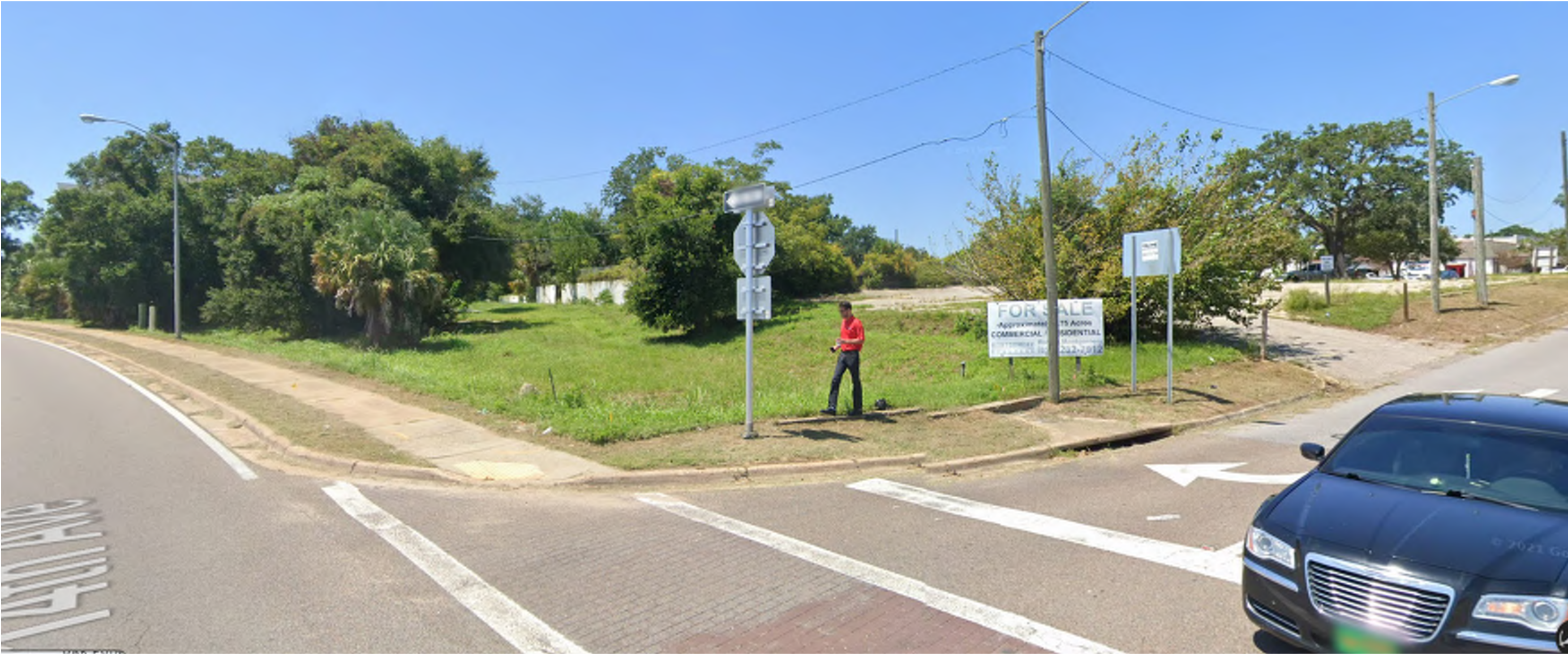
N 13TH STREET & E GREGORY STREET
LOOKING SOUTH



E GREGORY STREET
LOOKING SOUTH



N 14TH AVENUE & E GREGORY STREET
LOOKING WEST



N 14TH AVENUE & BAYFRONT PKWY
LOOKING NORTH-WEST



E DE LEON STREET
LOOKING NORTH



E DE LEON STREET & N 13TH AVENUE
LOOKING NORTH



MINUTES OF THE PLANNING BOARD
September 12, 2023

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Van Hoose

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Parking Services Director Dees, Help Desk Technician Russo, Executive Assistant Chwastyk

STAFF VIRTUAL: Development Services Director Morris

OTHERS PRESENT: Christina Cabassa, Chance Gaston, Gabriel Herring, Clint Herring, John Singley

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from August 8, 2023

New Business:

- Aesthetic Review Application – 524 E. Romana Street – Gateway Redevelopment District
- Aesthetic Conceptual Review Application – 801 E. Gregory Street – Gateway Redevelopment District
- Request for License to Use City Right of Way – 801 E. Gregory Street – Gateway Redevelopment District
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve

the August 8, 2023 minutes, seconded by Board Member Van Hoose, and it carried 4:0.

New Business –

Aesthetic Review Application – 524 E. Romana Street – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item, Christy Cabassa is requesting site plan and aesthetic approval for a new single-family residence and a detached accessory dwelling unit over a garage in the Aragon subdivision. The buildings will have Hardi Cedarmill siding with galvalume metal roofs, windows will be metal clad with exterior grilles, and doors will be fiberglass. Approval has been received from the Aragon Architectural Review Board, along with a variance to the Aragon Design Code allowing the accessory structure to be closer than 12' to the primary structure and allowing the front stoop to encroach into the front setback due to FEMA flood plain requirements. This request has been routed through the various City departments and utility providers. Board Member Grundhoefer inquired as to why applicant was seeking variance for stairs to come down into the setback, doing so in order to meet the new requirements set by FEMA. Chairperson Ritz stated her submittal package was clear, concise, and clean, Board Member Grundhoefer agreed. **Board Member Grundhoefer made a motion to approve, seconded by Vice Chairperson Larson and it carried 4:0.**

Aesthetic Conceptual Review Application – 801 E. Gregory Street – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item, Kerioth Corporation, Inc. is seeking conceptual site plan and aesthetic review for new construction of a Homewood Suites by Hilton. The proposed development will be a 6-story 132-key extended stay hotel. Since the property is in the Gateway Redevelopment District, development is subject to Sec. 12-3-12(1) concerning development guidelines. Additionally, and since this application is for conceptual review, a final development plan will return to the board in the near future. Final plans will also be subject to Sec. 12-3-120, *Development plan requirements*. This request has been routed through the various City departments and utility providers. The applicant is here looking for feedback from the board on general designs, placement and how it may or may not compliment the district and surrounding properties. Clint Herring of Kerioth Corporation feels this project is a great redevelopment opportunity. The hotel went from 5 stories to 6 stories due to an ECUA sanitary sewer easement that did not make sense to move it, reduced footprint to go from the 5 stories to the 6 stories. Chairperson Ritz stated that the older buildings around do not look as good aesthetically as this new hotel. Clint Herring mentioned there's an 18-inch sewer interceptor that ECUA did not want to move so they moved the building north to not allow any coverage over the sanitary sewer which could have overburdened and possibly caused a settlement condition, they also had to move the pool to the east of the building to avoid close proximity to that sanitary sewer. Stormwater retention will be underground, under the north parking lot and on the southside as well. The water table has been taken into account by their engineer. This project has gone through the Development Review and the City Engineer has viewed the project and FDOT has reviewed the project in that same meeting. The total combined green space is right at the limit of 25.4, included in that calculation is a small adjacent portion owned by FDOT that is considered green space. Board Member Grundhoefer took issue with the colors not being

contrasting colors, Clint Herring said they are open to color recommendations. They will color samples the next meeting that they are before the board. Board Member Van Hoose feels the size of the building makes the area congested. They are within the confines of the code, the 100-foot maximum height allowed. Clint Herring stated that studies show buildings adjacent to a street begins to create traffic calming, which is what they are trying to accomplish. The trash receptacles are specifically designed for this area, they will be located on the West side of the building. Board Member Grundhoefer asked that they be careful with the size of their signage, that will be reviewed later, he also would like more green space or open space. **Board Member Van Hoose made a motion to approve, seconded by Vice Chairperson Larson, the motion was amended. Board Member Van Hoose made a motion to approve with the condition that the applicant address the colors, use of permanent materials, and more open spaces, seconded by Vice Chairperson Larson and it carried 4:0.**

Request for License to Use City Right of Way – 801 E. Gregory Street – Gateway Redevelopment District – District 6

Assistant Planning & Zoning Manager, Harding introduced the item, Kerioth Corporation, Inc. is requesting approval for a license to use for additional parking and improvements within the N. 13th Avenue and E. DeLeon Street rights-of-way. The additional parking is being requested in connection with a proposed 132-room hotel. Per Sec. 12-4-1(2), Parking requirements for specific land uses, hotels require 1 parking space per room. In addition to being located in the Gateway Redevelopment District and the Dense Business District, this property is also in the CRA Urban Core where certain land uses are eligible for reduced parking, and where “lodging” may apply a 35% reduction. However, the applicants do not wish to apply the reduction and are seeking the license to use to meet their full 132-parking calculation requirement. If granted, the license to use would allow the owners to designate the on-street parking for their exclusive use. Additionally, the applicants would be responsible for all right-of-way improvements, maintenance, insurance coverage, and an annual fee.

The plans currently reflect the following parking calculation:

- 111 parking stalls proposed on-site
- 13 parking stalls proposed in 13th Avenue right-of-way (requiring a license to use)
- 8 parallel parking stalls proposed in 13th Avenue right-of-way (requiring a license to use)

This request has been routed through the various City departments and utility providers. No matter what their recommendation will be, the item will go before City Council on October 12th. Postcards were mailed out to all property owners within a 300 foot radius, they were mailed to the property owner of record no matter where they may live. Clint Herring stated the Gateway Redevelopment District is in a redevelopment stage, but shared parking concept is not offered at this time. The existing parking on 13th Avenue is there today, East DeLeon is in relative disrepair. They plan on making necessary improvements and introduce pedestrian friendly activity and traffic calming to the area. Gabriel Herring addressed the board; a meeting was held with Hilton and a representative wanted to make sure they met the one space per room parking count. Chance Gaston, representing Another Broken Egg Café addressed the board. Parking is a premium and the public is already parallel parking along the street, 13th and 14th Avenue are already congested on the weekends to get into his business. They have a great relationship with the Hotel next to his business and his customers use some of the Hotel’s parking. Parking

Services Director Dees wanted it clarified that the applicant qualifies for a parking reduction of 35%. Parking is in high demand; the city is looking at how they have historically looked at LTU's for parking. Additionally, the City is concerned about perception, what is perceived as a city street and should be used for citizen parking if they have exclusive rights how are they going to enforce parking if a citizen going to Another Broken Egg parks in one of their spaces. Clint Herring doesn't feel there will be a problem with Another Broken Egg customers taking those spaces, they would post signs stating, "Hotel Parking Only". He feels that both parties, the Hotel and Another Broken Egg would benefit from getting LTU's. Parking Services Director Dees remarked that there's more of a need for parking yet we are at a deficit. Additionally, parking is now given a value in the city. Clint Herring responded that the project doesn't make feasible sense without the parking. Also, they started this project in 2019, did their due diligence with the city and knew the availability of an LTU. There was a different ordinance in existence when they bought the property and started the project and now there's a different thought process regarding LTU's that puts them at a disadvantage. Assistant Planning & Zoning Manager Harding informed the board that Another Broken Egg has 58 spaces, it's required they have 65, but they are allowed to count on street parking. Vice Chairperson Larson inquired if they don't pay the money every year for the LTU is the contract valid, if it is not paid the city can rescind the LTU. At that point Vice Chairperson Larson made a motion to approve the LTU, seconded by Chairperson Ritz. Before the vote took place Board Member Grundhoefer inquired of the applicant, if you don't receive the LTU are you going to make changes and improvements to the spaces. Clint Herring replied he will only improve the spaces if they get the LTU, if not approved they may not do the project in general since they wouldn't have the spaces they need. Additionally, the employees would park in the 132 spaces they are seeking for the project. This item will still go before city council if the applicant proceeds with the process regardless of the board's recommendation. **Vice Chairperson Larson made a motion to approve, seconded by Chairperson Ritz and no consensus was reached due to a vote of 2-2 (Board Members Grundhoefer and Van Hoose dissenting).**

Upon making a motion to deny the LTU, the board began a further discussion of the item. Again, the board only makes a recommendation, the item will still go before the city council. Clint Herring inquired as to why the two board members made a denial. Board Member Grundhoefer reiterated that it sets a precedence for businesses to take over public property for their exclusive use. Board Member Van Hoose stated they would cause some bad feeling with the people of Pensacola by putting their name on the parking spaces. Clint Herring felt the board was not giving any alternatives, he's willing to address practical issues. Parking Services Director Dees stated the project still works with a parking reduction, from a city perspective they meet all the requirements, from his side those spaces are still there it's just not the exclusive use. Does there have to be exclusivity where you have to enforce it somewhere down the road or can there be a compromise, where you all know the spaces are there you all just don't have to put up signs and actually enforce it. Assistant City Attorney Lindsay stated that there project requires them to have 132 spaces, that's why they are asking for exclusive use which is the point of an LTU. Additionally, the board acts in an advisory capacity only, their advice moves forward to the City Council. Clint Herring stated their style is to get consensus, he doesn't really want to use parking meters. Applicant would like to reach a consensus without reducing the number of

rooms as well. Currently an LTU is being worked on for parking at 1154 North 12th Avenue, prior to that there was another location on 12th that was requesting an LTU but that project did not go through. Assistant City Attorney informed the board that if there is a consensus that can be reached they can vote again on the item. A discussion continued as to whether they could make stipulations in the contract, such as not posting signs and not towing vehicles. The language can be crafted to serve everyone's goals if they understand what everyone wants. Board Member Grundhoefer's concerns are that the enforcement might be too punitive towards the public, such as towing or booting their cars. Clint Herring agreed to happy medium which is to post signage, then put a sticker on the vehicle with a 24-hour time frame to move their vehicle before towing. Assistant City Attorney Lindsay advised the board if they can't iron out the logistics today, if they don't think they've reached a point where they can approve the LTU request with the ideas discussed that's acceptable. She can work with Planning staff to craft an LTU that meets everyone's goals. The board members continued to discuss whether or not they can come to a consensus. Assistant City Attorney Lindsay informed the board only if the two negative voters have a motion to purpose should they continue, they have already made their decision. Additionally, if one of the two nays would like to propose an alternative, then they can be recognized for a motion, otherwise, again they have already made their decision. Parking Services Director Dees added that she doesn't want to see this project not happen, but the City is making changes internally and we need to look at each LTU individually to make sure they're being done the best way possible for the City. Assistant City Attorney Lindsay informed the board as the their council that at this point since they have made their decision they need to end the discussion. Clint Herring wanted it known, for the record he did everything he could do to reach a consensus. Chairperson Ritz reiterated that City Council is not guaranteed to follow this board, they can accept, reject, or modify.

Open Forum – The board had discussions regarding future items coming before the board and white papers, parking, and the purpose of the Gateway Review District and how it can be re-envisioned.

Discussion – None

Adjournment – With no further business, the Board adjourned at 4:48 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



KERITH CORPORATION

361 Township Avenue
Suite 200
Ridgeland, MS 39157

September 22, 2023

VIA EMAIL

Honorable D.C. Reeves, Mayor

222 W. Main St., Seventh Floor
Pensacola, FL 32502

dcreeves@cityofpensacola.com

Honorable Delarian Wiggins

Council Member and President, District 7

222 W. Main St., Third Floor
Pensacola, FL 32502

dewiggins@cityofpensacola.com

Honorable Casey Jones

Council Member, Vice President, District 3

222 W. Main St., Third Floor
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Honorable Allsion Patton

Council Member, District 6

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Honorable Charles Bare

Council Member, District 2

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Honorable Jared Moore

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Honorable Jennifer Brahier

Council Member, District 1

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Honorable Teniade Broughton

Council Member, District 5

222 W. Main St., Third Floor
Pensacola, FL 32502

tbroughton@cityofpensacola.com

Re: 801 East Gregory Street – Proposed Homewood Suites - Pensacola, Florida

Dear Mayor and Council Members:

I hope this letter finds each of you well! We are **very excited** to have purchased the property at **801 East Gregory Street** for the new development of the **Hilton Hotel** we have proposed for this re-development area within Pensacola. City staff have been most helpful as we have worked through the process.

As you know, we recently attended a Planning Board Meeting where the above referenced project was unanimously approved by the Planning Board for the Agenda Item number 3. - AESTHETIC CONCEPTUAL REVIEW APPLICATION.

Honorable D.C. Reeves, Mayor and Council Members

September 22, 2023

Page 2

For Agenda Item number 4. - REQUEST FOR LICENSE TO USE CITY RIGHT OF WAY – 801 E. GREGORY STREET there was a split decision by the Planning Board regarding the License To Use (LTU) for twenty-one (21) parking spaces that are necessary for the development of the Hotel and its successful operations. The entire development was designed and predicated upon the use of these parking spaces, and their use, had been indicated as permissible practice by the City since before we purchased the property. During the Planning Board session, Lissa Dees, the City of Pensacola Parking Management Director, indicated that the City LTU process is now being reviewed differently by the city. After learning more about recent parking challenges in Pensacola, these comments are understandable, but their timing created indecision by the Planning Board during the meeting and thus the “split-vote”. During that meeting, Ms. Dees requested for the first time from us what sort of “parking management practices” we, as the owners of the Hotel, would adopt to deal with unauthorized use of the LTU parking spaces. We were not prepared to answer that question specifically without additional information.

We have now obtained that information from Ms. Dees, Council Members, the Mayor, City Economic Development, Planning & Zoning, other City Staff and Pensacola citizens and property owners. With the knowledge we have now obtained regarding the relatively recent parking challenges in Pensacola, we can answer the question reasonably posed by Ms. Dees at the Planning Board Meeting. Ms. Dees has indicated to me that the below Management Practices should be acceptable to the city pursuant to a LTU Agreement.

Pursuant to the LTU Agreement that property owners customarily enter into with the City of Pensacola for LTU's, we are willing to **commit** to the **Parking Management Practices** listed below for said LTU spaces:

1. **Hotel Management will not “boot vehicles”. We understand that “booting” has become a very challenging situation in Pensacola.**
2. **Hotel Management will post parking signage that states the LTU spaces are for Hotel Parking Use Only placing a simple towing notice only on said signage.**
3. **When a vehicle that is not owned or operated by a Hotel Guest or Hotel Employee is observed, an optic orange, red or bright green Adhesive Label will be placed on the vehicle's windshield advising the owner/operator thereof that their vehicle will be towed at their expense within twenty-four (24) hours if the vehicle is not removed.**

Our project's use of the LTU parking spaces comes at a significant improvement expense that will be incurred by our development to use the City Right of Way for parking. We propose thirteen (13) parking spaces along the east side of 13th Avenue and eight (8) parking spaces along the north side of East De Leon Street. Please see **PDF** attached hereto entitled “**LTU_ Request_21-Parking Spaces_801 E. Gregory_23-09-18**” that indicates the proposed LTU Parking Spaces.

We have prepared a detailed estimate of the expense required to improve the City Right of Way for said parking and that expense is estimated to be \$257,000.00.

Honorable D.C. Reeves, Mayor and Council Members

September 22, 2023

Page 3

Lastly, as Hotel owner, we are **willing to maintain the improvements** we will be installing at our expense for the duration of the LTU. We anticipate this maintenance requirement will be stated within the LTU Agreement noted previously within this letter.

We have great expectations for this project and as stated, we are excited to initiate re-development at this location in Pensacola. Today, the location is "drive-to" only. Hopefully in the future East Gregory can become part of the greater Downtown where there is a fabric of "walkability" and "shared parking", and we hope to be a part of making that a reality.

We look forward to a successful vote on **October 26, 2023** by the City Council to grant the twenty-one (21) parking space LTU that is necessary to make this project a reality.

Please let me know if you have any questions.

With kind regards,

KERIOTH CORPORATION

A handwritten signature in blue ink, appearing to read "Clinton G. Herring, Jr.", with a stylized flourish at the end.

Clinton G. Herring, Jr.
CEO & President

CGH/ew

Enclosures: 1. PDF: LTU_Request_21-ParkingSpaces_801 E Gregory_23-09-18

C: City of Pensacola Staff w/attachment



KERIO TH

REESE VANDERBILT
ASSOCIATES

SITE PLAN

LTU Review

HOMESWOOD SUITES

PENSACOLA, FLORIDA



DATE: September 18, 2023

A 003





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00804

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcel 7 of the Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for six months through March 31, 2024. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer this agreement consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Valencia Development Corporation for parcel 7. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Inspired Communities of Florida for parcels 3, 6, 8, and 9, and Silver Hills Development for parcels 4 and 5 - with the former still in effect and the latter being no longer valid.

In March 2021, the City approved the first addendum to Valencia's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City approved the second addendum to Valencia's partial assignment, extending the agreement through September 30, 2022. In September 2022, the City also approved the third addendum, extending the agreement through September 30, 2023. The City and Valencia now seek to extend the term of their partial assignment for a final six months through March 31, 2024 via this fourth addendum.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 - City approves an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 - City enters into a Partial Assignment of the Option Agreement with Studer Properties and Valencia Development Corporation

March 25, 2021 - City approves the First Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2021

September 9, 2021 - City approves the Second Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2022

September 29, 2022 - City approves the Third Addendum to the Partial Assignment of the Option Agreement with Valencia, extending the term through September 30, 2023

FUNDING:

N/A

FINANCIAL IMPACT:

Valencia Development Group will continue their monthly option payment (\$1,327.89) per the terms of the agreement. Upon successful negotiation of the ground lease for Parcel 7, Valencia will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Fourth Addendum to the Partial Assignment to Valencia Option Agreement

PRESENTATION: No

**FOURTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Fourth Addendum**”), dated as of October 1, 2023 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Valencia Option Agreement**”); and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021, and expiring on September 30, 2021; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Second Addendum to the Valencia Option Agreement, with an effective date of October 1, 2021, and expiring on September 30, 2022; and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a Third Addendum to the Valencia Option Agreement, with an effective date of October 1, 2022, and expiring on September 30, 2023; and

WHEREAS, City and Valencia understand and agree that the City and Valencia will negotiate in good faith to reach the outcome of an executable ground lease agreement at the conclusion of a new option term, if approved; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Valencia desire to extend the term of the Valencia Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Valencia pursuant to the Valencia Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Valencia Option Agreement, is extended for six (6) months, so that the Option Term automatically expires at midnight on March 31, 2024 unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Valencia Option Agreement is modified to mean midnight on March 31, 2024.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Third Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended by this Third Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Third Addendum.

[Signature pages follow.]

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

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2023

(AFFIX 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:

John P. Daniel, City Legal Counsel

Approved as to content:

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA


The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by D.C. Reeves, 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 a driver's license as identification.


NOTARY PUBLIC

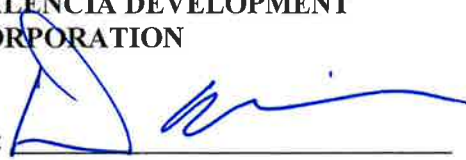
[SEAL]

[Signature page to Fourth Addendum between City of Pensacola and Valencia Development Corp.]

VALENCIA DEVELOPMENT
CORPORATION


Print: Jennifer N. Shults


Print: James E. Watts

By: 
Print name: David A. Miller

Its: Executive Vice President and Chief
Financial Officer

Date signed: October 4, 2023

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 4th day of October, 2023, by David A. Miller, the Executive Vice President and Chief Financial Officer of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who (X) is personally known to me or () has produced a driver's license as identification.

[SEAL]


NOTARY PUBLIC



[Signature page to Fourth Addendum between City of Pensacola and Valencia Development Corp.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00806

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES LLP

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Fourth Addendum to the Partial Assignment to Inspired Communities of Florida LLC of the Option Agreement between the City of Pensacola and Studer Properties LLP for the development of Parcels 3, 6, and 8 of Vince J. Whibbs Sr. Community Maritime Park, extending the agreement for five months through February 29, 2024. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3 through 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the agreement with Inspired Communities of Florida for the parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Valencia Development Corporation for parcel 7 and Silver Hills Development for parcels 4 and 5 - with the former still in effect and the latter being no longer valid.

In March 2021, the City approved the first addendum to Inspired's partial assignment, extending the agreement through September 30, 2021. In September 2021, the City also approved the second addendum to Inspired's partial assignment, extending the agreement through September 30, 2022. In March 2022, Inspired agreed to relinquish their option on parcel 9 at the request of Northwest Florida Professional Baseball via the City for the construction of enhancements to Wahoo Stadium at Community Maritime Park. In October 2022, the City also approve the third addendum to Inspired's

partial assignment, extending the agreement through September 30, 2023. The City and Inspired now seek to extend the term of their partial assignment for a final five months through February 29, 2024.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park

March 26, 2020 - City approves an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021

October 9, 2020 - City enters into a Partial Assignment of the Option Agreement with Studer Properties and Inspired Communities of Florida

March 25, 2021 - City approves the First Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2021

September 9, 2021 - City approves the Second Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2022

October 27, 2022 - City approves the Third Addendum to the Partial Assignment of the Option Agreement with Inspired, extending the term through September 30, 2023

FUNDING:

N/A

FINANCIAL IMPACT:

Inspired Communities of Florida will continue their monthly option payment (\$2,426.81) per the terms of their agreement. Upon successful negotiation of the ground lease(s) and development of parcels 3, 6, and 8, Inspired will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/12/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Fourth Addendum to the Partial Assignment to Inspired Option Agreement

PRESENTATION: No

**FOURTH ADDENDUM TO THE
PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **FOURTH ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Fourth Addendum**”), dated as of October 1, 2023 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation**, 223 W. Gregory Street, Pensacola, Florida 32502 (“**Inspired**”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020 (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties and Inspired entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, for Parcels 3, 6, 8, and 9 of Community Maritime Park (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”), expiring on March 31, 2021 (the “**Inspired Option Agreement**”); and

WHEREAS, the purpose of the Inspired Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to September 30, 2021, pursuant to a First Addendum; and further extended the term of the Inspired Option Agreement to September 30, 2022, pursuant to a Second Addendum; and

WHEREAS, Inspired relinquished its option on Parcel 9 in March 2022, which reduced its payment from \$2,738.21 to \$2,426.81; and

WHEREAS, City and Inspired extended the term of the Inspired Option Agreement to November 14, 2023, pursuant a Third Addendum; and

WHEREAS, City and Inspired understand and agree that during the extension provided for hereinbelow the City and Inspired will negotiate in good faith to reach the outcome of an executable ground lease agreement prior to the conclusion of the extended option term as hereinafter provided; and

WHEREAS, Inspired understands and agrees that approval of any ground lease and development of Parcels 3, 6, and 8 are contingent upon the approval of the City Council in its sole and absolute discretion; and

WHEREAS, City and Inspired desire to extend the term of the Inspired Option Agreement upon the terms and subject to the conditions set forth in this Fourth Addendum;

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Inspired Option Agreement and the other mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Inspired Option Agreement, is extended to midnight on February 29, 2024, unless duly extended, exercised, or sooner terminated as provided in the Inspired Option Agreement as amended. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Inspired Option Agreement is modified to mean midnight on February 29, 2024. In the event that a written agreement has not been reached between the parties prior to February 29, 2024, then either party shall have the option of further extending the Option Term for an additional thirty-two (32) day period, upon delivery of written notice of such election to the other party on or before February 29, 2024. In such event, the Option Term shall automatically be extended until March 31, 2024.
3. Termination for Convenience. Inspired may terminate the Inspired Option Assignment for convenience at any time prior to the expiration of the Inspired Option Agreement on February 29, 2024 by providing 30 days' written notice to the City. Upon receipt of such notice of termination, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Assignment and shall have no further interest, other than the agreement responsibilities prior to termination, in the Property or the Inspired Option Assignment to which it pertains. The City shall be responsible for recording a Termination of Partial Assignment in the official records of Escambia County, Florida.
4. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Fourth Addendum shall be deemed to modify or amend any of the terms and conditions of the Inspired Option Agreement and its prior addendum(s), and the Inspired Option Agreement, as amended by this Fourth Addendum to the Partial Assignment to Inspired Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Fourth Addendum; provided, however, that the parties acknowledge that Inspired relinquished its claim on Parcel 9.

[Signature pages follow.]

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

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Mayor D.C. Reeves

Date signed: _____, 2023

(AFFIX 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:
Beggs & Lane, RLLP
Interim Legal Counsel

Approved as to content:

By: _____
John P. Daniel, Partner

Deana Stallworth, Property Lease Manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2023, by D.C. Reeves, 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 a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Fourth Addendum between City of Pensacola and Inspired Communities of FL, LLC]

INSPIRED COMMUNITIES OF FLORIDA, LLC

Print: _____

By: _____

Print Name: _____

Print: _____

Its: _____

Date signed: _____, 2023.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2023, by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability company, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Fourth Addendum between City of Pensacola and Inspired Communities of FL, LLC]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00743

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

FEMA FY2023 PORT SECURITY GRANT PROGRAM - ACCEPTANCE OF GRANT NO. EMW-2023-PU-00455: MOBILE COMMAND CENTER

RECOMMENDATION:

That City Council accept the FEMA FY2023 Port Security Grant Program - Grant No. EMW-2023-PU-00455: Mobile Command Center in the amount of \$493,336.00 based on the Department of Homeland Security. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to FEMA for \$493,336.00, with an additional \$164,445.00, to be paid by the Pensacola Police Department/City of Pensacola, to build a new mobile command center for a total of \$657,781.00.

The 30-foot mobile command center will be built through the Florida Sheriff's Association state cooperative contracts and will take approximately one year to build from the time the grant is accepted.

Responding to disasters/major incidents often involves multiple agencies and first responders. Having the necessary equipment to coordinate and work the events is critical. Beyond personnel comes the need for mobile command centers that can serve as centers for coordinating incidents in the field. The Pensacola Police Department (PPD) has mutual aid agreements with surrounding agencies and sworn personnel who are active/proactive at any given time. While surrounding agencies may have similar units, it could take all agencies/mobile units to respond should a disaster/emergency occur along the Northwest Florida Gulf Coast.

In addition to protecting the public, sworn members are also responsible for critical infrastructures such as bridges, interstate roadways, the Port of Pensacola, etc. A threat to the community can occur at any time on land or water. With the number of festivals, events, parades, tournaments, air shows,

high profile buildings, along the Gulf Coast, a mobile command center is needed to respond in case of emergencies. The usage during long-term SWAT callouts and training/exercises adds to the need of the mobile command center also.

The PPD currently has a 2007 GMC command center that is at the end of its service life. Significant technological improvements have occurred since 2007, and new vehicles come equipped with and allow for implementation of these technologies to benefit communities. Natural disasters such as hurricanes or incidents that potentially harm infrastructures and/or public make the need for an updated command center extremely critical. The ability to have interoperability in communication would enhance capabilities to communicate/operate with other local, state, and federal agencies.

PRIOR ACTION:

None

FUNDING:

Budget: \$657,781.00

Actual: \$493,336.00 (grant funding)
164,445.00 Police Department LOST (City's matching funds)
657,781.00

FINANCIAL IMPACT:

The estimated grant award for the FEMA Port Security Grant Program - Grant No. EMW-2023-PU-00455: Mobile Command Center is \$493,336.00. The funding for this grant award requires a local match in the amount of \$164,445.00 of non-federal funds or 25% of the total approved project costs of \$657,781.00. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/5/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Federal Emergency Management Agency Pensacola Police Department Mobile Command Center Application Summary
- 2) Mobile Command Center Build Sheet
- 3) Drawings of 30ft. Mobile Command Center -Jacksonville
- 4) Award Letter re: FEMA FY2023 Port Security Grant No. EMW-2023-PU-00455
- 5) Supplemental Budget Resolution No. 2023-079

6) Supplemental Budget Explanation No. 2023-079

PRESENTATION: No

**FEDERAL EMERGENCY MANAGEMENT AGENCY
PENSACOLA POLICE DEPARTMENT
MOBILE COMMAND CENTER GRANT**

NARRATIVE

The Northwest Florida/Southern Alabama Gulf Coast areas offer miles of land and waterways for enjoyment, exploration and, unfortunately, potential for disasters/major incidents as the area can be hit by a natural disaster or experience a major incident at any time. Responding to disasters/major incidents often involves multiple agencies and first responders, and having necessary equipment to coordinate and work the events is critical. Beyond personnel comes the need for mobile command centers that can serve as centers for coordinating incidents in the field. The Pensacola Police Department has mutual aid agreements with surrounding agencies and has sworn personnel who are active/proactive at any given time.

In addition to protecting the public, sworn members also are responsible for critical infrastructures such as bridges, interstate roadways, the Port of Pensacola, etc. A threat to the community can occur at any time on land or on water. With the number of festivals, events, parades, tournaments, air shows, high profile buildings, etc. along the Gulf Coast, a mobile command center is needed to respond in case of emergencies. National Night Out, Relay for Life, thousands of beach goers, etc. plus usage during long-term SWAT call outs, for training/exercises, etc. add to the need for the command center. While surrounding agencies may have similar units, it may take all agencies/mobile units to respond should a disaster/emergency occur along the Northwest Florida Gulf Coast.

The Pensacola Police Department currently has a 2007 GMC mobile command center that is at the end of its service life. Significant technological improvements have occurred since 2007 and newer vehicles come equipped with and allow for implementation of these technologies to benefit communities. Natural disasters such as hurricanes or incidents that potentially harm infrastructures and/or the public make the need for an updated command center extremely critical. The ability to have interoperability in communication would enhance capabilities to communicate/operate with other local, state and federal agencies.

With a focus on the Port of Pensacola, which includes housing for American Magic, the mobile command center will be used not only in this area but also in others after a natural disaster such as a hurricane strikes and recovery teams are sent to help.

BUDGET

The Pensacola Police Department submitted a grant request to FEMA for \$493,336 with an additional \$164,445 to be paid by the Pensacola Police Department/City of Pensacola to build a new mobile command center for a total of \$657,781. In early September, the City received an award notification letter that the grant has been approved.

The 30-foot mobile command center will be built through Florida Sheriffs Association state cooperative contracts and will take approximately a year to build once the grant is accepted.

***Due to the sensitivity of this subject, the original application is on file at the Pensacola Police Department.

QUOTATION

Emergency Vehicles, Inc

Florida Sheriffs Association #134
Tallahassee, FL

Rev. Date: 08/24/2022
Quote No: FSA_MCU-0001 Florida Sheriffs Association - Command #134
08/24/2022

Page 1

PART NO	QTY	DESCRIPTION
AG-02-0188	< 1	== FREIGHTLINER M2 106 2 DOOR CHASSIS == 2023 FREIGHTLINER M2 106 2 DOOR, SINGLE AXLE CHASSIS CAB: -- 2-Door Conventional -- 106" BBC (Bumper to Back of Cab) GVWR: -- 36,200 Pounds WHEELBASE: -- 312" CAB-TO-AXLE: -- 246" FRAME: -- 112" Frame Overhang (AF) -- Steel Channel 11/32" x 3-1/2" x 10-15/16", 120KSI -- Rated for GVWR -- 1/4" Inner Frame Reinforcement FRONT BUMPER: -- Three-Piece 14" Chromed Steel with Collapsible Ends -- (2) Frame-Mounted Front Tow Hooks FRONT AXLE: -- 13,200 Pound Rating Front Oil Seals -- Bonded Rubber Spring Pin Bushings -- 16.5x5 Q+ Cast Spider Cam Front Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service, Non-Asbestos Front Lining -- Cast Iron Front Brake Drums -- Automatic Front Slack Adjusters -- Synthetic 75W-90 Front Axle Lube REAR AXLE: -- 23,000 Pound Rating, R-Series Single Axle -- 5.22 Rear Axle Gear Ratio -- 16.5X7 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service Non-Sbestos Rear Brake Lining -- Rear Oil Seals -- Automatic Rear Slack Adjusters -- Synthetic 75W-90 Rear Axle Lube REAR SUSPENSION: -- 23,000 Pound Rear Suspension With Chain Clearance -- High Position Ride Height -- Manual Dump Valve For Air Suspension With Indicator Light, Without Gauge -- Dual Air Rear Suspension Leveling Valves -- Rear Shock Absorbers - One Axle (Air Ride Suspension) SHOCKS: -- Heavy Duty Front and Rear STEERING: -- Power Hydraulic Assist -- Four Spoke 18" Steering Wheel -- Adjustable Tilt/Telescoping Steering Column BRAKES: -- Anti-Lock Braking System with Traction Control -- Full Air Cam Type Dual System -- Cummins 18.7 CFM Air Compressor -- (2) Steel Air Brake Reservoirs

PART NO	QTY	DESCRIPTION
		-- BW DV-2 Drain Valves
		-- Automatic Slack Adjusters
		-- Wabco 1200 Heated Air Dryer
		-- Petcock Drain Valves on all Air Tanks
		PARKING BRAKE:
		-- MGM TR Parking Chambers (Axle Cam)
		ENGINE:
		-- Cummins L9 Turbo Diesel
		-- 300 Horsepower @ 2000 RPM
		-- 860 Lb/Ft @1300 RPM
		-- Cummins Exhaust Brake Integral w/Variable Geometry Turbo w/Tail Light Activation
		-- Cummins Full Flow / Bypass Oil Filter
		-- Engine Speed Control (Set @ 1400 RPM)
		-- Heavy Duty Engine Cooling
		-- Coolant Recovery System
		-- Horton Drive Master On/Off Fan Drive
		-- Automatic Fan Control without Dash Switch
		-- Air Intake
		EXHAUST:
		-- RH Horizontal Muffler/Exhaust, LH Side Exit - Ahead of Rear Wheels
		-- Engine After Treatment Device
		-- Automatic Over the Road Regeneration
		-- Dash Mounted Regeneration Request Switch
		-- 6-Gallon Diesel Exhaust Fluid Tank, Mounted Next to Fuel Tank on Drivers Side
		TRANSMISSION:
		-- Allison 3000EVS 6-Speed Automatic w/Auto Neutral
		-- Push Button Electric Shift Control - Dash Mounted
		-- Vehicle Interface Wiring and PDM
		-- Body Builder Connector - Back of Cab
		-- PTO Provisions
		-- Transmission Oil Check and Fill with Electronic Oil Level Check
		-- Synthetic Transmission Fluid (TES-295 Compliant)
		DRIVE SHAFT:
		-- Spicer Heavy Duty Tubular
		FUEL TANK:
		-- 50-Gallon Capacity Short Rectangular (Aluminum) - LH Side
		-- 50 Gallon Rectangular (Aluminum) - RH
		-- Polishing of Fuel/Hydraulic Tank(s) With Painted Bands
		-- Fuel Tank(s) Forward
		-- Plain Step Finish
		-- High Temperature Reinforced Nylon Fuel Lines
		-- Aux. Fuel Pick Up and Return - LH Tank
		-- Heated Fuel/Water Separator with Primer Pump
		ELECTRICAL SYSTEM:
		-- Delco 12V Starter with Integrated Magnetic Switch
		-- Engine Warning System Buzzer and Light
		-- Warning Alarms: Low Oil Low Water High Water Temperature
		-- Tail Light Connector - Back of Cab
		-- 87 dB to 112 dB Automatic Self-Adjusting Backup Alarm
		ALTERNATOR:
		-- 325 Amp 40-SI QuadraMount Pad Alternator w/Remote Battery Voltage Sensor
		BATTERIES:
		-- (2) Group 31, 12-Volt Maintenance-Free 2000 CCA (Total)
		-- Single Battery Box LH - Frame Mounted Under Cab
		HORNS:
		-- Dual Electric
		HOOD:
		-- 1-Piece Moulded Fiberglass
		-- Tilting Hood and Fenders
		-- Chrome Front Grille
		-- Non-Removable Bug Screen Mounted Behind Grille
		CAB GLASS:
		-- Tinted Safety Glass - All Windows
		-- Omit Rear Cab Windows
		MIRRORS:
		-- 7" X 16" Stainless Steel/Heated

PART NO	QTY	DESCRIPTION
		-- LH/RH Remote Control
		-- 102" Wide Mirror Spacing
		-- 8" LH/RH Bright Finish Convex
		-- RH Down View Mirror
		GAUGES:
		-- Driver and Center Instrument Panel
		-- Tachometer with Hourmeter
		-- Speedometer
		-- Odometer
		-- Fuel Level
		-- Voltmeter
		-- Transmission Temperature Gauge
		-- Engine Coolant Temperature
		-- Engine ECM Customer Access
		-- Dual Air Pressure
		-- Air Restriction Indicator
		WIPERS:
		-- Electric Wipers and Washers
		-- Intermittent Wiper Switch
		PAINT COLOR:
		-- White - Premium #L0006EB
		-- Base Coat/Clear Coat
		ENVIRONMENTAL:
		-- Cab Air Conditioning
		-- Heavy Duty Heater
		-- Windshield Defroster
		CAB SEATING:
		-- Premium High Back Air Suspension Driver Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber
		-- Premium High Back Air Suspension Passenger Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber
		-- Dual Driver and Passenger Seat Armrests
		-- 3-Point High Visibility Orange Retractor Type Seat Belts
		CAB TRIM/COLOR:
		-- Custom Interior Opal Gray Vinyl
		-- Black Floor Mats with Insulation
		TIRES:
		-- Michelin; 11R22.5; 14-Ply
		-- (2) Front Highway Tread XZE2
		-- (4) Rear Traction Tread XDN2
		WHEELS:
		-- Accuride 42644 Accu-Lite 22.5X8.25 10-Hub Pilot Aluminum Front Wheels
		-- Accuride 42644 Accu-Lite 22.5X8.25 10-Hub Pilot Aluminum Rear Wheels
		MISCELLANEOUS:
		-- LH/RH NFPA Exterior Grab Handles
		-- Leaf Spring Rear Cab Suspension
		-- AM/FM/WB Radio with Bluetooth and Front Auxiliary Input
		-- (2) Radio Speakers in Cab
		-- Self-Canceling Turn Signal Switch with Dimmer
		-- Integral Headlight Beam 4-way Flasher
		-- Day Time Running Lights
		-- Cigarette Lighter
		-- Dual Interior Sun Visors
		-- LED Head Light Assembly
		-- Wiring with Separate Stop/Turn Wires to 4-Feet Beyond End of Frame
		-- 12-Volt Power Source - Dash
		-- Forward Roof Mounted Console with Upper Storage Compartment
		-- (2) Cup Holders - LH/RH Dash
		-- Power Windows and Door Locks
		-- (1) Owner's Manual Booklet
	1	==30-FT MOBILE COMMAND CENTER SINGLE AXLE ==
BA-00-0000	1	CHASSIS PREPARATION - GENERAL 08.19.22
BA-00-0030	< 1	TRANSMISSION INTERLOCK SYSTEM
		-- To prevent the vehicle from going into gear with the following deployed:

PART NO	QTY	DESCRIPTION
		-- Leveling system
		-- Slide-out rooms
		-- Awning
		-- Rear tower
		-- To include a hidden override switch in the engine compartment
BB-00-0000	1	CHASSIS FRAME RAIL PREPARATION
BB-02-0100	30	FRAME RAIL TORQUE BOX - 6" RISE (LIN FT)
BB-20-0000	< 1	QUADRA MFG. BIG FOOT #QE-2 VEHICLE LEVELING SYSTEM
		Includes:
		-- Warning light in cab
		-- Air ride dump valve
		Foot Pad:
		-- 14" O.D. x 3/8"
IC-00-2000	1	-- LEVELING SYSTEM VISUAL & AUDIBLE ALARM
BE-00-1705	2	ENGRAVED LABEL - ULTRA LOW SULFUR DIESEL FUEL ONLY
BE-00-1715	1	ENGRAVED LABEL - DEF FLUID ONLY
BF-05-0500	< 1	REAR STEP AND BUMPER ASSEMBLY
		-- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BG-00-1000	1	PAIR REAR BLACK RUBBER WHEEL MUD FLAPS
BH-06-0500	1	SET CHROME HUBS & NUTS W/ AIR INFLATION & WRENCH KIT - 19.5" MED/ 22.5" HVY DUTY
C0-01-0000	1	ALL ALUMINUM MODULAR BODY
CA-BC-3000	1	MODULE BODY PACKAGE 30-FT WALK-IN
CA-BD-0020	1	-- MODULE BODY LENGTH - 360" O.D.
CA-BD-0040	1	-- MODULE BODY WIDTH - 100" O.D.
CA-BD-0060	1	-- MODULE BODY COMPARTMENT HEIGHT - VARIES
CA-BD-0080	1	-- MODULE BODY HEADROOM (WALK-IN) - 86"
CA-CC-3000	< 1	-- DIAMOND PLATE MODULE ROOF - NON SKID / NFPA
		-- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CA-CE-0040	1	-- MODULE FRONT WALL - SMOOTH PAINTED
CA-CF-0020	1	-- EXTERIOR SHEETING - 1/8" THICKNESS
CA-CG-0020	1	-- SET ROUNDED BODY VERTICAL CORNERS
CA-CG-1020	1	-- DRIP RAIL PACKAGE
CA-CG-2040	1	-- PAIR PAINTED EXTERIOR WHEELWELL PANELS
CA-CG-3020	< 1	-- REAR DIAMOND PLATE KICK PANEL
		-- Lower 5" of module body
CC-BC-3000	< 1	-- LOWER BODY RUB RAILS - "C" CHANNEL
		Scotchlite Stripe Color:
		-- To be determined
CJ-BB-3000	1	-- BODY INSTALLATION
CC-00-3501	1	SIDE ENTRY DOOR(S) WITH #400 LATCH
CC-00-5600	1	-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CE-01-022A	1	-- 18"W X 22"H ENTRY DOOR SLIDING WINDOW(S)
CC-05-0006	< 1	MODULE ENTRY DOOR GRAB RAIL(S) KNURLED ONE-PIECE - STAINLESS STEEL
		Location:
		-- Interior of side entry door
		-- To be V-shaped
CC-20-1510	< 1	STEPWELL(S) WITH DOUBLE INTERMEDIATE STEPS
		-- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements

PART NO	QTY	DESCRIPTION
CC-60-0200	1	LICENSE PLATE HOUSING W/ LED LIGHT
CC-90-2000	1	PAIR RUBBER REAR WHEEL FENDERETTES
CD-40-K01M	< 2	KNURLED GRAB RAIL(S) - MEDIUM
		Location:
		-- One (1) on exterior of body by side entry door
		-- One (1) on interior of body by side entry door
CD-60-0103	< 1	MANUAL PULL-OUT/DROP-DOWN STEP - SIDE ENTRY
		-- Includes warning light within the cab
CE-05-1836	1	20 X 36" SLIDING WINDOW(S) - EMERGENCY ESCAPE
CF-30-0000	< 1	CUSTOM ALUMINUM ROOF ACCESS LADDER
		-- Since access is provided to the roof, the diamond plate covering the roof shall be "slip resistant", meeting NFPA requirements
CF-90-0060	< 1	CAREFREE ECLIPSE ELECTRIC VINYL AWNING 12V UP TO 21-FT
		Case Color:
		-- White
		Canvas Color:
		-- To be determined
		Location:
		-- Curbside of body
CF-90-LP01	< 1	WHITE LED LIGHTS AT ROLL BAR FOR AWNING
		-- To be switched by side entry door of body
CF-98-0093	< 2	CAREFREE #SOKIII SLIDE-OUT ROOM VINYL AWNING(S)
		Case Color:
		-- White
		Canvas Color:
		-- To be determined
CG-10-0000	< 15	LN. FT. OF ALUMINUM ANTENNA RACEWAY
		-- To be 3" x 3"
		-- Antenna raceways to be painted to match exterior color of body
CJ-02-0002	< 2	SLIDE-OUT/DROP-DOWN ROOM(S) - FLAT FLOOR
		Locations:
		-- One (1) front streetside and one (1) front curbside of body
		Extension:
		-- 30"
DA-40-000A	< 6	1/8" EXTERIOR COMPARTMENTS - DIAMOND PLATE
		Compartment Floors:
		-- 3/16" (.188") thick brushed aluminum
DA-40-0010	< 3	-- 1/8" EXTERIOR COMPARTMENTS (REG) - DIAMOND PLATE
		Location:
		-- Compartments #3, #4 and #5 (TV/workstation compartment)
DA-40-0012	< 2	-- 1/8" EXTERIOR COMPARTMENTS (LG) - DIAMOND PLATE
		Location:
		-- Compartments #1 and #6

PART NO	QTY	DESCRIPTION
DA-40-0014	< 1	-- 1/8" EXTERIOR COMPARTMENTS (XL) - DIAMOND PLATE Location: -- Compartment #2 (generator compartment)
DA-55-2715	< 1	WEATHERPROOF PASS-THRU HATCH WITH COVER Location: -- On Cast I/O compartment door
DA-55-2720	< 1	PAINTED ALUMINUM RECESSED POCKET -- For 100 amp inlet
DA-71-0000	5	COMPARTMENT DOOR CONSTRUCTION CONVENTIONAL
DA-71-020L	< 1	DOUBLE COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #2 (generator compartment)
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-032L	< 4	DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartments #1, #3, #4, and #6 -- To include red labels on the inside of each door: Not A Step + Do Not Sit
DA-73-0500	4	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-036L	< 1	LIFT-UP/DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #5 (exterior TV/workstation compartment) -- To include a lift-up upper section + fold-down lower section w/a smooth writing surface + a 1/2" lip on outer front edge for retention
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DB-54-0000	< 4	4" DIAMETER COMPARTMENT VENT(S) Location: -- One (1) in each compartment, except compartments #2 and #5
DB-61-2006	< 1	PATCH BLOCK COMPARTMENT W/ CAST DOOR #EB0014-1 Location: -- Streetside of body - behind electronics rack -- Lower portion to be pass-thru to interior
DB-61-2202	< 1	MAST TOWER CONTROL COMPARTMENT W/ CAST LOCKING DOOR #AD0030-1-B Location: -- Rear of body on mast cover
DC-20-0502	1	STEEL SUPPORT - GENERATOR
DG-00-0024	< 1	ROLL-OUT EQUIPMENT TRAY(S) - 24" Location: -- Compartment #1 - for aux. batteries Type Slides: -- AccuRide - 400 lbs. w/lock-in/lock-out feature
FA-BB-3000	< 1	EXTERIOR MODULAR BODY PAINTED POLYURETHANE Color: -- White Code: -- To match cab chassis

PART NO	QTY	DESCRIPTION
FD-BB-3000	1	BODY UNDERCOATING
FG-20-0001	< 1	SCOTCHLITE REFLECTIVE LETTERING PACKAGE
		Color:
		-- To be determined
GA-BB-3000	1	INTERIOR PACKAGE: 30-FT BODY
GB-00-005A	1	-- MODULAR BODY POLYSTYRENE INSULATION
GB-10-005A	1	-- MODULAR BODY INSULATED ALUMINUM SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-005A	1	-- AISLE WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-13-005G	1	-- UPPER INTERIOR WALLS - LOOP PILE CARPET
GB-14-005A	1	-- INTERIOR DECK AREA - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-16-005A	1	-- INTERIOR CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC (WHITE)
HB-02-1540	< 1	#MRK-4026LRD ELECTRONICS RACK ENCLOSURE - (40 SPACE)
		Fans and Mount Model #:
		-- MW-4QFT-FC
		Door Model #:
		-- MID LVFD-40 (includes non-locking latch assembly)
		-- Includes spare panels to cover empty spaces
		-- Rack to slide out from its fixed position to allow side access to rack equipment
		Type Slides:
		-- AccuRide Manufacturing - 400 lbs.
HB-02-1600	< 1	INDIVIDUAL RACK MOUNT(S) FOR TV, VCR, DVD, DSS
		-- Includes rack mount tracks & trim
		Location:
		-- Electronics rack
		Equipment to be mounted:
		-- NVR for surveillance camera system
HB-03-0205	< 3	HEAVY DUTY INTERIOR CABINET SHELF TRACKS
		Location:
		-- One (1) set in lower streetside storage cabinet
		-- One (1) set in each lower curbside storage cabinet
HB-03-0300	< 3	1/8" (.125") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S)
		Location:
		-- One (1) in lower streetside storage cabinet
		-- One (1) in each lower curbside storage cabinet - total of two (2)
HB-07-001S	< 1	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 24")
		Location:
HC-06-001S	1	-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HB-07-002M	< 2	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 48")
		Location:
		-- One (1) above the streetside storage cabinet
		-- One (1) above the curbside printer station
HC-09-002M	2	-- PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-07-003L	< 2	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 60")
		Location:
		-- Two (2) on the rear curbside wall - above rear workstations
HC-09-003L	2	-- PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS

PART NO	QTY	DESCRIPTION
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-001S	< 1	SMALL STORAGE CABINET(S) - ALUMINUM (UP TO 24") Location: -- Under curbside printer storage cabinet
HC-04-001S	1	-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	1	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-002M	< 2	MEDIUM STORAGE CABINET(S) - ALUMINUM (UP TO 48") Location: -- One (1) streetside interior of body for storage -- One (1) curbside interior of body for printer station
HC-04-002M	4	-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	4	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-26-001S	< 1	GALLEY CABINET ASSEMBLY - ALUMINUM (UP TO 24") Location: -- One (1) streetside interior of body
HC-06-001S	1	-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS
HB-32-002M	< 2	FILE DRAWER(S) - ALUMINUM Location: --Two (2) - rear interior of body under rear workstations
HB-32-04LP	< 2	BELOW WORKSTATION/COUNTER TOP STORAGE DRAWER(S) ALUMINUM Location: -- One (1) under curbside rear workstations - centered -- One (1) under the medium curbside storage printer cabinet
HD-00-0B05	4	FOLD-UP SQUAD BENCH WITH SPRING LOADED SEAT IRONS
HD-02-0B01	8	-- PERSON SEATING CAPACITY
HF-12-0206	< 3	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (M) Location: -- Three (3) - For front conference room
HF-12-0208	< 1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (XL) Location: -- Rear streetside wall above fold-down table
HG-04-005D	< 1	EXTRA LARGE WORK STATION(S) 60" AND ABOVE Location: -- Rear curbside interior of body
HG-10-0213	< 10	MESH TASK SWIVEL CHAIR(S) -- Includes a bungee harness to secure each chair while the vehicle is in transit
HG-12-003L	< 1	CONFERENCE TABLE Location: -- Front conference room
HG-17-002M	< 1	FOLD-DOWN TABLE Location: -- Rear streetside wall
HG-17-0500	40	CORIAN COUNTER TOP UPGRADE (SQ FT)

PART NO	QTY	DESCRIPTION
HH-02-040L	2	BULKHEAD DIVIDER WITH SLIDING DOOR - LOCKING
HH-02-1215	2	6" X 8" WINDOW(S) WITH HINGED COVER PANELS FOR POCKET DOORS
HI-50-0200	< 1	WINDOW MINI-BLINDS
		Location:
		-- For front window
HJ-05-0010	< 1	1.2 CU. FT. COUNTERTOP STAINLESS STEEL MICROWAVE - 120V
		Location:
		-- Overhead cabinet (streetside) above galley cabinet
HJ-05-0120	< 1	FRIGIDAIRE 3.3 CU.FT. STAINLESS STEEL MINI-FRIDGE
		Location:
		-- Lower streetside galley cabinet
HJ-06-0500	< 1	KEURIG #B130 SINGLE CUP COFFEE MAKER
		Location:
		-- Top of galley cabinet
HK-00-0006	< 1	INFOCUS #9JP235 65" MONDOPAD W/ CAMERA AND TV SPEAKERS
		Location:
		-- Front wall in conference area
		Note:
		-- To be connected to the Matrix switch
		-- Includes built in HD conferencing camera
HK-00-0020	< 2	LG #27LP600B-PU 27" LED HDTV / MONITOR(S) (OR EQUIVALENT)
		Location:
		-- Two (2) wall mounted by each rear workstation
HK-00-0030	< 3	SAMSUNG #UN43TU8000FXZA 43" UHD SMART LED HDTV/MONITOR(S) (OR EQUIVALENT)
		Location:
		-- One (1) on streetside wall in slide-out room in conference area
		-- One (1) on curbside wall in slide-out room in conference area
		-- One (1) in rear workstation room
HK-00-0048	< 1	SEURA #SHD2-43 43" BLACK SHADE SERIES 2 OUTDOOR TV W/ SOUNDBAR
		Location:
		-- In exterior TV/workstation compartment #5
HK-00-0250	2	PEERLESS #SF630P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 10" - 32" DISPLAY
HK-00-0255	4	PEERLESS #SF640P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 34" - 50" DISPLAY
HK-00-0260	1	PEERLESS #SF650P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 37" - 75" DISPLAY
HK-20-0012	< 1	AUDIO/VIDEO INTEGRATION AND PROGRAMMING MEDIUM COMMAND CENTER
		-- Fully functional and ready for operation at time of delivery
HK-31-0025	< 1	EXTRON #DXP88 HDMI 8X8 HD 4K MATRIX SWITCHER - RACK MOUNTED
		Note:
		Inputs will be (8):
		-- (1) Axis camera decoder 8705
		-- Perimeter camera NVR
		-- HDMI Input jack in the exterior TV compartment
		-- HDMI Input jack in the conference table
		-- HDMI Input at each rear workstation

PART NO	QTY	DESCRIPTION
		-- (2) Open Outputs will be (8): -- (2) 27" LG TV/monitors -- (3) 43" Samsung TV/monitors -- (1) 43" Seura TV/monitor -- (1) 65" Infocus Mondopad -- (1) Open
HK-31-0035	< 3	-- EXTRON #MKP2000 BLACK SELECTOR KEYPAD(S) Location(s): -- (1) front conference room -- (1) rear workstation area -- (1) in exterior compartment #5
HK-31-02LP	< 1	HP LASERJET PRO M428FDW MULTIFUNCTION PRINTER (OR EQUIVALENT) Location: -- On top of medium storage cabinet - curbside
HK-32-0550	< 1	SURVEILLANCE SYS. MONTAVUE #MNR12082-8 8CH-NVR- 2TB & 4@MTT4102 2K PoE WHITE CAM Note: -- NVR connected to Matrix switcher
HL-50-0110	< 2	BRG PRECISION #OT640 DIGITAL LED OPERATIONAL TIMER DISPLAY - PoE Location: -- One (1) in front conference room -- One (1) in rear workstation room
HN-00-0210	1	WINEGARD #A3-2000 AIR 360 BROADCAST TV ANTENNA WHITE
HN-00-0600	1	CRADLEPOINT #IBR1700 ROUTER W/ WI-FI (VZ, AT, TMO)
HN-00-060B	1	-- PANORAMA #LGMQM4-7-38-24-58 DOME 9 IN 1 ANTENNA W/ 33 FT CABLES, WHITE
HS-03-0013	1	AXIS #Q6225-LE HDTV 1080P PTZ 30X OPTICAL / 21X DIGITAL ZOOM CAMERA
HS-03-0105	1	-- AXIS #T8311 JOYSTICK CONTROLLER FOR PTZ CAMERA
HS-03-0110	1	-- AXIS #T8705 VIDEO DECODER FOR PTZ CAMERA
IA-05-3XL0	1	12-VOLT ELECTRICAL SYSTEM
IA-06-1000	< 1	DRIVER'S CONSOLE - FLOOR MOUNT -- Custom fabricated out of aluminum and finished with black Raptor material
IA-06-3000	< 2	SWITCH CONSOLE - MODULE -- One (1) to be mounted next to side entry door of body for 12VDC switched and one (1) above side entry door for 120/240 VAC switches and components **Doors to be black **
IA-06-9500	< 5	SOUTHCO #C2-32-25-3 KEYLOCK THUMB LATCH FOR CONSOLE DOOR(S) Locations: -- To be used on module panel doors
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-10-1200	1	I.C.C. MARKER LIGHT/REFLECTOR PACKAGE - LED
IA-10-2000	6	ADDITIONAL LED SIDE MARKER LIGHT(S)
IA-11-0100	< 2	BRITAX #L427.203.L12V 12VOLT LED MARKER LIGHT(S) Location: -- Rear of the module body

PART NO	QTY	DESCRIPTION
IA-11-0200	4	TECNIQ #S33-RR00-1 RED LED MARKER LIGHT(S) FOR SLIDE-OUT ROOM(S)
IA-12-0552	< 3	WHELEN #60CREGCS RED/WHITE LED UNDER CABINET LIGHT(S) W/SWITCH Location: One (1) under each overhead cabinet in body
IA-12-0605	< 1	WHELEN #80C0EHCR WHITE LED INTERIOR DOME LIGHT(S) Location: -- Above electronics rack and to be switched at switch panel
IA-12-0608	< 20	WHELEN #80CREHCR WHITE AND RED LED INTERIOR DOME LIGHT(S) Location: -- Ceiling of command unit
IA-12-0975	< 2	WHELEN #0SC0EDCR LED LIGHT(S) Location: -- One (1) In each Cast door compartment Note: -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-1530	< 2	TECNIQ #D07-W000-1 LED ILLUMINATION LIGHT(S) + #D07-0S45-1 S.S. 45 DEGREE CASE Location: -- Rear of body and to illuminate the rear ladder -- To come on automatically with the parking brake
IA-12-1830	< 1	HANSEN #LED10WH12V-30 30"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) in compartment #5 (TV/workstation compartment) Note: -- Light in compartment #5 is to be switched via a sealed Carling switch from compartment.
IA-12-1837	< 5	HANSEN #LED10WH12V-37 37"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) strip in compartments #1, #2, #3, #4 and #6 -- Compartment lights are Not to be switched and to come on automatically whenever the compartment door is opened
IA-12-3205	12	"DOOR OPEN" WARNING CIRCUIT(S) W/LED LIGHT
IA-12-3500	1	INDIVIDUAL OPEN DOOR DISPLAY
IA-13-064L	2	AMDOR #AY-9220-12-L-0 LEFT LED STEPWELL ILLUMINATION LIGHT(S)
IA-13-06LP	< 8	WHELEN #PELCC LED ILLUMINATION LIGHT(S) Location: -- Eight (8) of them on the body - these to be switched and come on automatically with the parking brake
IA-14-1002	1	PAIR LED SIDE FACING TURN SIGNALS
IA-15-0025	1	PAIR WHELEN #M6-SERIES STOP-TAIL / BACK-UP / DIRECTIONAL LIGHTS
IA-15-0027	1	-- PAIR WHELEN #M62BTT LED STOP/TAI LIGHTS
IA-15-0028	1	-- PAIR WHELEN #M62BU LED BACK-UP LIGHTS
IA-15-0029	1	-- PAIR WHELEN #M62T LED AMBER DIRECTIONAL LIGHTS
IB-03-0504	6	WHELEN #M6FC CHROME FLANGE
IC-40-0500	1	EMERGENCY LIGHT MASTER SWITCH
IC-40-2000	1	GREEN BATTERY INDICATOR LIGHT
ID-00-2051	< 1	SB-TS2000 STAND ALONE WATER PROOF PROXIMITY KEYPAD Includes: (10) Prox Cards & (10) Key Fobs -- Push to exit button

PART NO	QTY	DESCRIPTION
ID-03-0007	3	FIRST ALERT #BRK PRC710 COMBINATION SMOKE/CARBON MONOXIDE ALARM - 10-YR BATTERY
IF-00-0400	< 5	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- One (1) on roof of cab and to terminate in cab floor console -- Four (4) in/on antenna raceway on roof of body and run to electronics rack
IF-00-3000	1	WIRING ACCESS COVE PACKAGE
IF-00-3320	< 1	BLUE SEA SYSTEMS #5025 12 VOLT COVERED TERMINAL UNIT(S) Location: -- Electronics rack
IF-04-0000	< 4	NETWORK OUTLET/JACK(S) Locations: -- One (1) at each workstation in body -- One (1) at printer station -- -- To be CAT 6 wiring and labeled w/Nelco #LSL-77 labels on each end
IF-04-0001	< 2	NETWORK INLET/JACK(S) Location: -- Streetside Cast I/O compartment -- To be CAT 6 wiring and to be labeled w/Nelco #LSL-77 labels on each end
IF-04-05LP	< 2	ALTINEX MODEL #TNP329C TILT-N-PLUG TABLETOP INTERCONNECT BOX(ES) Includes: -- One HDMI input plate -- Three (3) CAT6 (RJ45) ports -- Two (2) standard AC outlets Note: -- On one box HDMI input to be run to Matrix switcher and the other to the back of the 65" Mondopad
IF-04-0602	22	CAT6 PATCH CORDS - 18"
IF-04-06LP	1	24-PORT CAT 6 PATCH PANEL(S) - RACK MOUNTED
IF-06-0000	7	TV ANTENNA COAXIAL CABLE & OUTLET(S)
IF-06-0001	< 4	HDMI AUDIO/VIDEO CABLE & INLET(S) Location: -- One (1) at front conference table -- One (1) at each rear workstation -- One (1) in exterior TV compartment Note: -- All run to Matrix switcher
IJ-00-17LP	1	ALLIED TELESIS GS950/28PS-10 28-PORT 10/100/1000T UNMANAGED GIGABIT SWITCH- PoE
IJ-01-0000	2	INSTALLATION OF CUSTOMER'S RADIO(S)
IK-00-0032	1	FRC #BCA121-A00-C3 DUAL REAR/SIDE VISION CAMERAS W/7" LCD MONITOR
JB-00-0005	1	SCHOTTKY #31 51-140 DIODE ISOLATOR
JC-00-0011	< 2	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- One (1) front cab floor console - chassis batteries -- One (1) rear 12VDC panel by side entry door of body - aux. batteries
JC-10-0000	1	MANUAL COLE HERSEE #284 PADDLE HANDLE CUT-OFF SWITCH
JC-10-0030	1	BLUE SEA SYSTEMS #9001E DUAL BATTERY SELECTOR SWITCH
JC-20-0200	< 1	ELECTRONIC THROTTLE DEVICE Note: -- To be sealed Carling rocker switch with blue indicator light

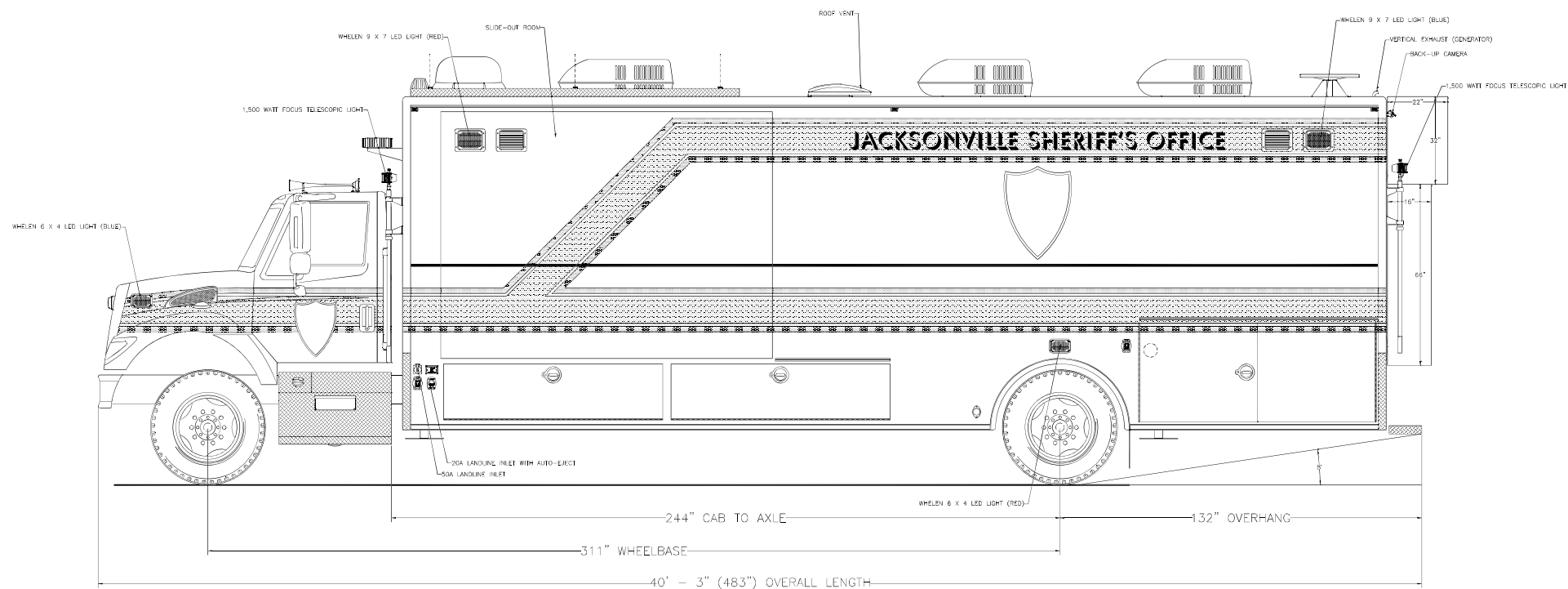
PART NO	QTY	DESCRIPTION
JC-90-1010	1	KUSSMAUL #091-9HP 120V AIR COMPRESSOR (1.4 CFM) W/ MTG BRKTS & VIBRATION DAMPER
JC-90-101A	1	-- #091-9H-1 MOUNTING PLATE FOR PUMP
JC-90-101B	1	-- #091-9G-B1-BOWL-M AUTO CLEAN METAL BOWL
JC-90-1250	< 1	KUSSMAUL #091-266-12-40-RCP CHIEF SERIES 12V 40AMP TRIPLE BANK CHARGER w/ 2-DISP
		Includes:
		-- Built-In and Remote Control Panel
		-- Control panel mounted by landline inlet
JC-90-5010	< 1	ADDITIONAL BATTERY SYSTEM - (3) AGM 31 SERIES 12V
		Location:
		-- In slide-out tray in compartment #1
JC-90-5055	1	12 VDC BATTERY/CHARGING SYSTEM - DUAL
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KC-02-031M	< 1	PANELTRONICS 120/240 MAIN POWER SYSTEM W/ DISTRIBUTION PANEL UP TO 24 BREAKERS
		Panel Location:
		-- On module switch panel by side entry door of body
KC-09-0523	1	-- PANELTRONICS MANUAL SOURCE SELECTOR
KC-55-0015	1	-- PANELTRONICS DIGITAL METERS PANEL - VOLTS, AMPS & FREQUENCY - 240VAC
KC-09-1027	1	25-FT 12/3 SAFETY HEAVY-DUTY LIGHTED PLUG EXTENSION CORD
KC-09-10LP	1	25-FT LANDLINE CORD 100 AMP TO 100 AMP (120/240) 1PH - 4 WIRE
KC-26-120V	< 2	GFI RECEPTACLE - 120 VOLT
		Location:
		-- One (1) in Galley Area
		-- One (1) in exterior TV compartment (to be used for exterior outlets)
KC-50-0055	1	120/240 VAC HIGH VOLTAGE ELECTRICAL SYSTEM - MULTIPLE SOURCE
KC-70-0110	< 1	SURGE TRACKER # ST2-501S1A TRANSIENT VOLTAGE SURGE SUPPRESSOR
		Note:
		-- To include an opening to view LED indicator light on suppressor
KH-AA-2505	< 1	PT POWER PRODUCTS #25i.OPU 25KW OPEN DIESEL GENERATOR
		Location:
		-- Compartment #2 (generator compartment)
KH-AB-1000	1	-- PT POWER GENERATOR DIGITAL REMOTE PANEL W/ HARNESS
LB-00-0504	< 4	COLEMAN 15,000 BTU 120-VOLT A/C ROOF MOUNT W/CONDENSATE PUMP - DUCTED
		Cover Color:
		-- White
LB-00-0505	28	-- LN. FT. OF INTERIOR A/C DUCT
LB-00-0530	4	-- A/C THERMOSTAT (WALL MOUNTED)
LB-10-0505	3	INTELI-POWER #PD9280CV 120V TO 12V CONVERTER/CHARGER(S) 80 AMP
LB-16-1500	10	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1505	7	HOUSEHOLD 15 AMP INT. RECEPTACLE(S)-DUPLEX W/ 2 TYPE-A & 2 TYPE-C USB CHARGER
LB-16-1515	< 1	HOUSEHOLD 120V/15 AMP QUAD INTERIOR RECEPTACLE(S)
		Location:
		-- Behind electronics rack

PART NO	QTY	DESCRIPTION
LB-16-1619	< 2	HOUSEHOLD 120V/15 AMP DUPLEX EXTERIOR RECEPTACLE(S) Note: -- To be GFCI protected by outlet in exterior compartment
LB-25-2000	< 1	KUSSMAUL #VW-10 15A LANDLINE INLET W/WEATHER PROOF COVER Outlet cover color: -- Gray
LB-25-5003	1	120V/240V 100A LANDLINE INLET CONN. TO MAIN PANEL
LB-50-0230	< 2	MIDDLE ATLANTIC #PDT-1415C-NS POWER STRIP(S) (14) 15A PLUG-INS Location: -- Behind electronics rack
LX-00-0730	1	WILL-BURT 30-FT HEAVY DUTY PNEUMATIC MAST
LI-50-1000	1	-- CAB MOUNTED TOWER UP INDICATOR LIGHT(S)
LX-05-0003	1	-- WILL-BURT #4443605 EXTERNAL MOUNTING BRACKET
LX-10-0003	1	-- WILL-BURT #915343 3" TOP TUBE PLATFORM
LX-15-0002	1	-- WILL-BURT #902363 NR BASE PLATE
LX-20-0001	1	-- WILL-BURT #4434101 NON-ROTATING SHELF BRACKET
LX-25-0001	1	-- WILL-BURT #904034 SOLENOID VALVE KIT - 12VDC
LX-25-0010	1	-- WILL-BURT #912247 HAND HELD REMOTE CONTROL
LX-99-0006	1	-- 50 FEET OF 1" BLACK NYCOIL CABLE CONDUIT
LX-99-1000	1	PAINTED ALUMINUM MAST COVER
LX-99-2000	< 1	FOUR (4) LED MARKER LIGHT(S) - TOP OF MAST(S) Specify LED Color: -- Green
LX-99-2600	1	WHELEN #NP6BW PIONEER NANO MICRO MAST MOUNTED LOOK-UP LIGHT(S)
RE-13-1002	1	PAIR CAST SPEAKERS - THROUGH BUMPER FREIGHTLINER
RF-05-0110	1	WHELEN #295HFS2 SIREN SYSTEM
SD-03-1062	4	WHELEN #M9LZC LINEAR SUPER-LED® SCENELIGHT(S) - SIDE
SD-06-1062	2	WHELEN #M9LZC LINEAR SUPER-LED® SCENELIGHT(S) - REAR
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
TC-16-0012	3	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	3	-- WHELEN #M6FC CHROME FLANGE
TC-16-0022	3	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	3	-- WHELEN #M6FC CHROME FLANGE
TC-17-0012	2	WHELEN #M7BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-17-0902	2	-- WHELEN #M7FC CHROME FLANGE
TC-17-0022	2	WHELEN #M7RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-17-0902	2	-- WHELEN #M7FC CHROME FLANGE
TC-19-0012	6	WHELEN #M9BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
TC-19-0022	6	WHELEN #M9RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
VD-00-0500	1	ROADSIDE EMERGENCY SAFETY KIT (8-PIECE)
VD-02-0995	1	ABC 5 LB. DRY CHEMICAL FIRE EXTINGUISHER W/VEHICLE BRACKET
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-95-0050	1	-- WIRING MANUAL(S)
WA-95-0055	1	-- WIRING MANUAL(S) - ELECTRONIC FORMAT
WB-00-0020	1	ENGRAVED LABEL PACKAGE
WB-05-0500	1	-- SEATING CAPACITY TAG
WB-05-1500	1	-- ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-2000	< 1	-- OVERALL HEIGHT/LENGTH/GVWR PLATE When manufactured, this vehicle was: XX FT XX IN HIGH


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EMERGENCY VEHICLES, INC.

*Jacksonville Sheriff's Office
Jacksonville, Florida*



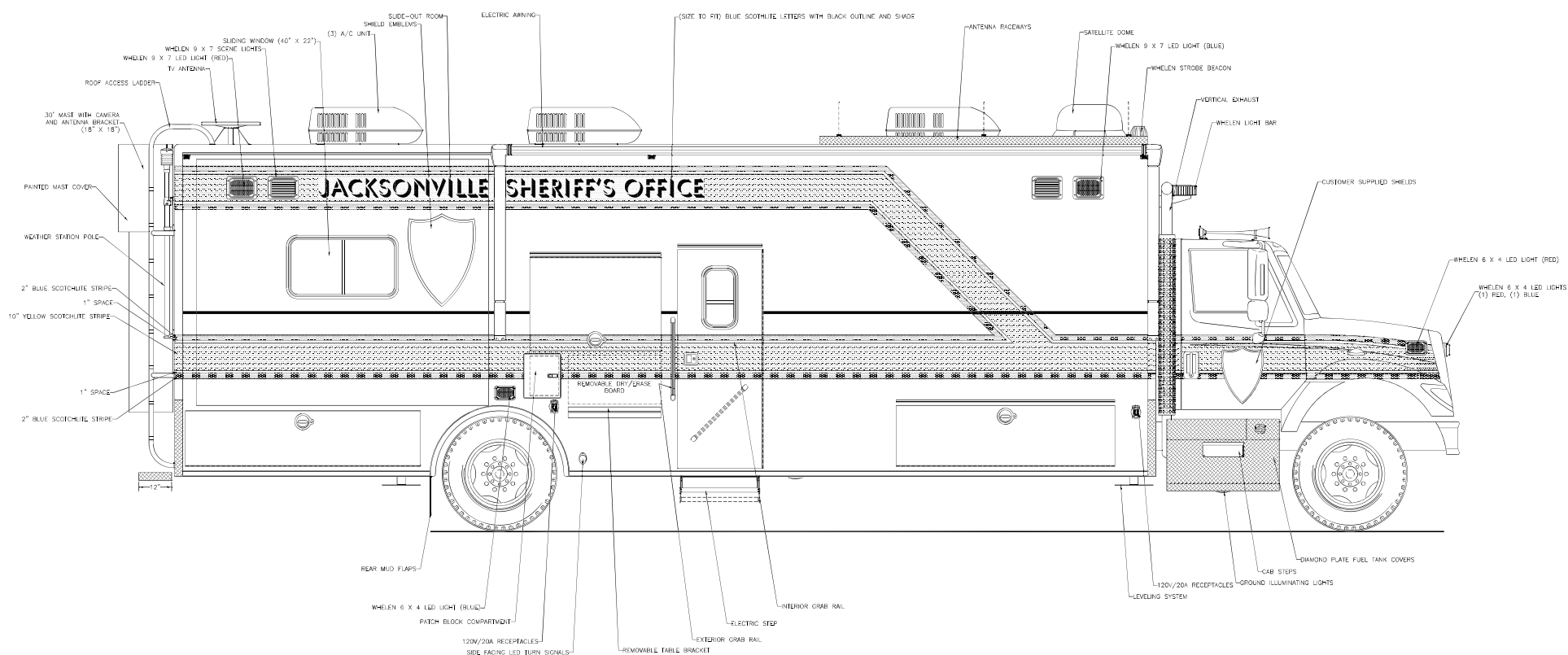
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		DATE: 01/13/10
REVISION 1	NS	05/20/10
REVISION 2	NS	06/18/10
REVISION 3	NS	01/05/11
REVISION 4	NS	01/28/11
REVISION 5	-	-

Streetside Overall

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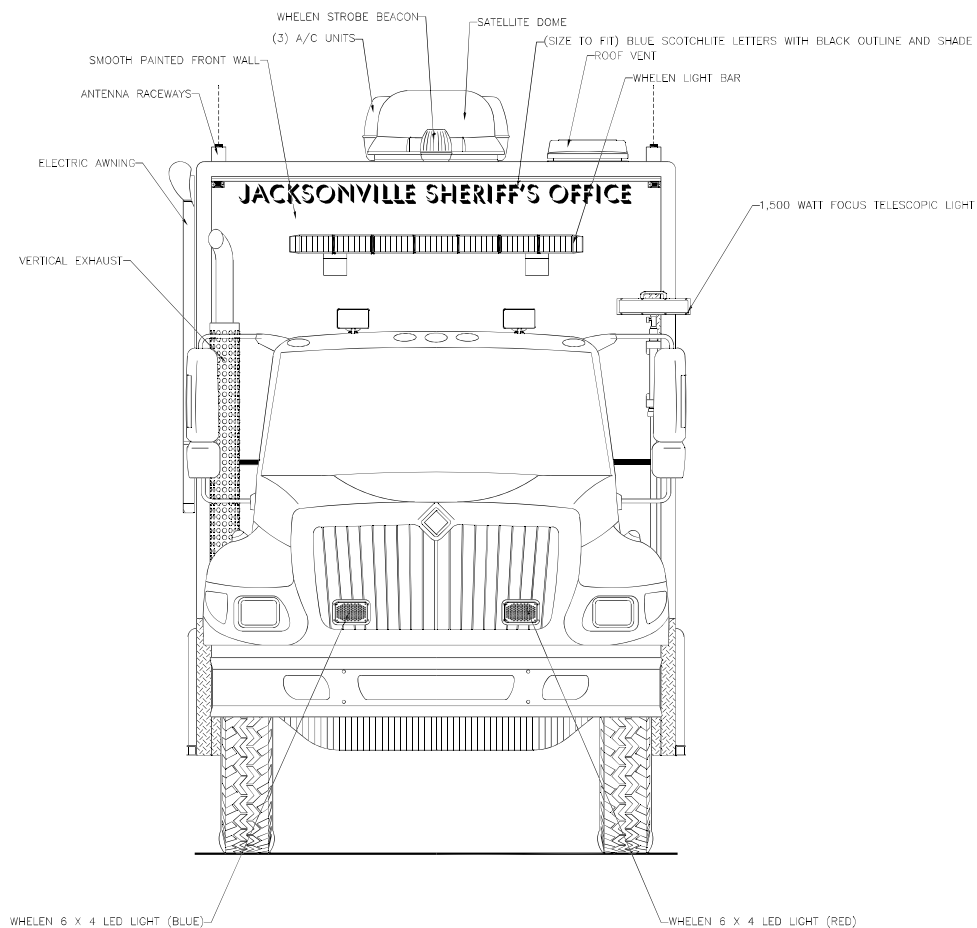


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DATE: 01/13/10

REVISION 1	NS - 05/20/10
REVISION 2	NS - 06/18/10
REVISION 3	NS - 01/05/11
REVISION 4	NS - 01/28/11
REVISION 5	-

Curbside Overall



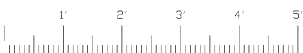
Front View

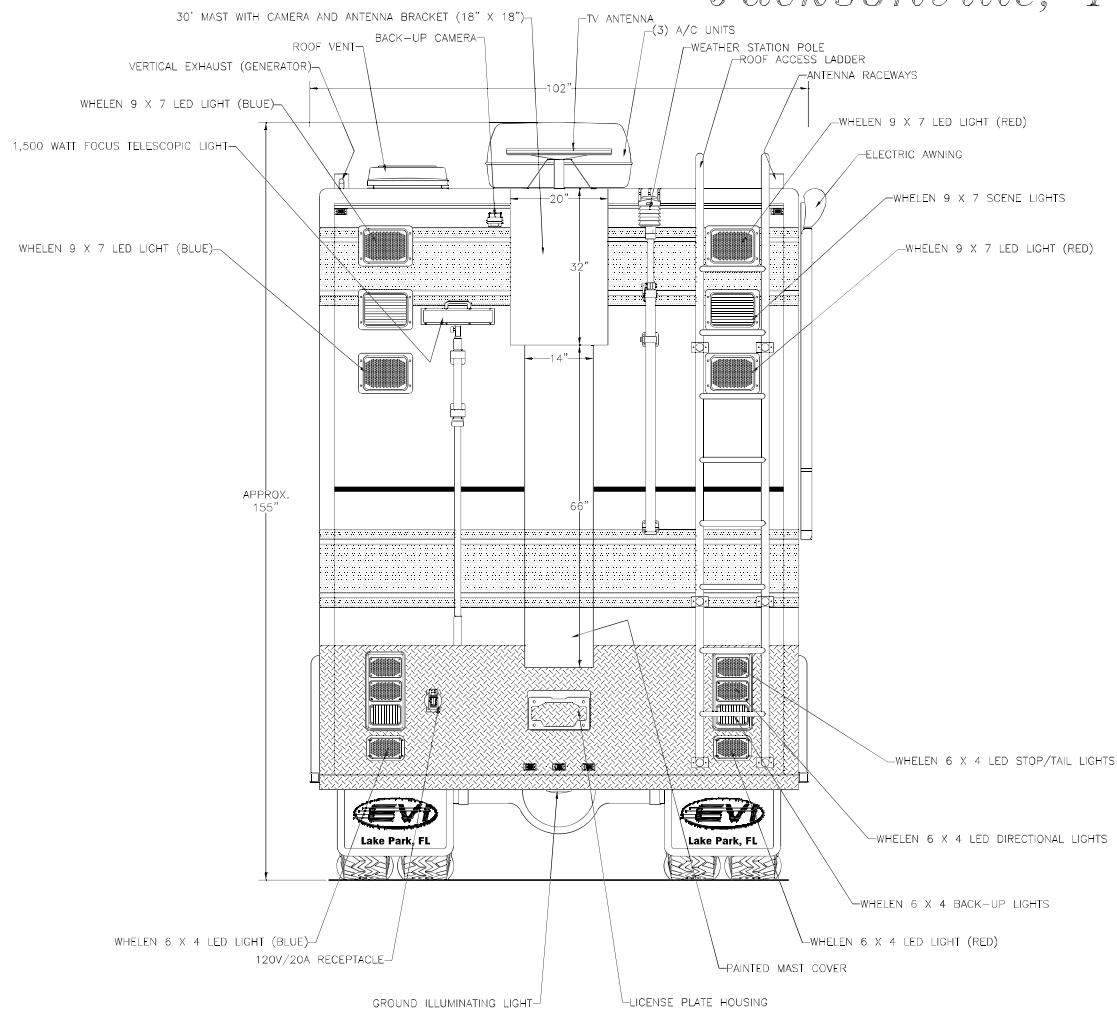
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[Signature]

DATE: 01/13/10

REVISION 1	NS - 05/20/10
REVISION 2	NS - 06/18/10
REVISION 3	NS - 01/09/11
REVISION 4	NS - 01/28/11
REVISION 5	-





Rear View

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REVISION 1	NS - 05/20/10
REVISION 2	NS - 06/18/10
REVISION 3	NS - 01/28/11
REVISION 4	-
REVISION 5	-

DATE: 01/13/10

U.S. Department of Homeland Security
Washington, D.C. 20472

Joel Hollon
City of Pensacola
222 W Main St.
PENSACOLA FL, FL 32502 -

Re: Grant No.EMW-2023-PU-00455

Dear Joel Hollon:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2023 Port Security Grant Program has been approved in the amount of \$493,336.00. As a condition of this award, you are required to contribute a cost match in the amount of \$164,445.00 of non-Federal funds, or 25 percent of the total approved project costs of \$657,781.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2023 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, Unique Entity Identifier (UEI) number, EIN and banking information. Please ensure that the UEI number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

PAMELA SUSAN WILLIAMS

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: City of Pensacola
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2023-PU-00455-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 2: Mobile Command Center is fully funded for \$493,336.

Article II - PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessments, relevant security plans (local or regional; FSP/AMSP/THIRA/etc.), or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The

EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

BUDGET COST CATEGORIES

Personnel	\$0.00
277	

Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$657,781.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO. EMW-2023-PU-00455-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. V00156456	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX05654N2023T		
6. RECIPIENT NAME AND ADDRESS City of Pensacola 222 W Main St. PENSACOLA FL, FL, 32502 -	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603				
9. NAME OF RECIPIENT PROJECT OFFICER KEVIN BOYER	PHONE NO. 8504351822	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov				
11. EFFECTIVE DATE OF THIS ACTION 08/25/2023	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD From: 09/01/2023 To: 08/31/2026 Budget Period 09/01/2023 08/31/2026			
1 5. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)						
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2023-FA-GC01-P410- -4101-D	\$0.00	\$493,336.00	\$493,336.00	See Totals
			\$0.00	\$493,336.00	\$493,336.00	\$164,445.00
b. To describe changes other than funding data or financial changes, attach schedule and check here. N/A						
16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.						
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) ,						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA SUSAN WILLIAMS,						DATE Fri Aug 25 03:32:42 UTC 2023

**RESOLUTION
NO. 2023-079**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	10,308,429
Amended		
To Read:	Federal Grants	10,801,765
As Reads	Capital Outlay	8,606,696
Amended		
To Read:	Capital Outlay	9,100,032

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**October 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FEMA FY 23 - PORT SECURITY GRANT - NO. EMW-2023-PU-00455: MOBILE COMMAND CTR - RES NO. 2023-079**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	493,336	Increase appropriation for Federal Grants - FY 23- Port Security Grant - Mobile Command Ctr.
Total Revenues	<u>493,336</u>	
Appropriations		
Capital Outlay	493,336	Increase appropriation for Capital Outlay
Total Appropriations	<u>493,336</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-079

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-079 - FEMA FY2023 PORT SECURITY GRANT PROGRAM - GRANT NO. EMW-2023-PU-00455: MOBILE COMMAND CENTER

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-079.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to FEMA for \$493,336.00, with an additional \$164,445.00, to be paid by the Pensacola Police Department/City of Pensacola, to build a new mobile command center for a total of \$657,781.00.

The 30-foot mobile command center will be built through the Florida Sheriff's Association state cooperative contracts and will take approximately one year to build from the time the grant is accepted.

Responding to disasters/major incidents often involves multiple agencies and first responders. Having the necessary equipment to coordinate and work the events is critical. Beyond personnel comes the need for mobile command centers that can serve as centers for coordinating incidents in the field. The Pensacola Police Department (PPD) has mutual aid agreements with surrounding agencies and sworn personnel who are active/proactive at any given time. While surrounding agencies may have similar units, it could take all agencies/mobile units to respond should a disaster/emergency occur along the Northwest Florida Gulf Coast.

In addition to protecting the public, sworn members are also responsible for critical infrastructures such as bridges, interstate roadways, the Port of Pensacola, etc. A threat to the community can occur at any time on land or water. With the number of festivals, events, parades, tournaments, air shows, high profile buildings, along the Gulf Coast, a mobile command center is needed to respond in case of emergencies. The usage during long-term SWAT callouts and training/exercises adds to

the need of the mobile command center also.

The PPD currently has a 2007 GMC command center that is at the end of its service life. Significant technological improvements have occurred since 2007, and new vehicles come equipped with and allow for implementation of these technologies to benefit communities. Natural disasters such as hurricanes or incidents that potentially harm infrastructures and/or public make the need for an updated command center extremely critical. The ability to have interoperability in communication would enhance capabilities to communicate/operate with other local, state, and federal agencies.

PRIOR ACTION:

None

FUNDING:

Budget: \$657,781.00

Actual: \$493,336.00 (grant funding)
164,445.00 PPD FY24 Local Option Sales Tax Funds
657,781.00

FINANCIAL IMPACT:

The estimated grant award for the FEMA Port Security Grant Program - Grant No. EMW-2023-PU-00455: Mobile Command Center is \$493,336.00. The funding for this grant award requires a local match in the amount of \$164,445.00 of non-Federal funds or 25% of the total approved project costs of \$657,781.00. Approval of the supplemental budget resolution will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/9/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-079
- 2) Supplemental Budget Explanation No. 2023-079

PRESENTATION: No

**RESOLUTION
NO. 2023-079**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND

As Reads	Federal Grants	10,308,429
Amended		
To Read:	Federal Grants	10,801,765
As Reads	Capital Outlay	8,606,696
Amended		
To Read:	Capital Outlay	9,100,032

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA**October 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FEMA FY 23 - PORT SECURITY GRANT - NO. EMW-2023-PU-00455: MOBILE COMMAND CTR - RES NO. 2023-079**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	493,336	Increase appropriation for Federal Grants - FY 23- Port Security Grant - Mobile Command Ctr.
Total Revenues	<u>493,336</u>	
Appropriations		
Capital Outlay	493,336	Increase appropriation for Capital Outlay
Total Appropriations	<u>493,336</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2023-081

City Council

10/26/2023

LEGISLATIVE ACTION ITEM

SPONSOR: D.C. Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-081 - TO RECOGNIZE OSCEOLA MUNICIPAL GOLF COURSE FY 2023 REVENUE

RECOMMENDATION:

That City Council adopt supplemental budget resolution No. 2023-081:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

To ensure a balanced budget, additional revenue for fiscal year 2023 is needed to offset increased appropriations. The additional revenue will go into green fees and the budget for the expense will go to inventory for resale. Any remaining budget in inventory for resale could be carried over to help with additional inventory in FY 24.

Finance creates a manual journal and posts cost of goods sold based on the reports pulled from RecTrac (Inventory Software). As inventory is purchased the invoice is posted to the balance sheet account in fund 120 and the expense is posted to Osceola Golf's budget as it is sold. Golf Pro Shop has sold inventory that was purchased in the current year and inventory that was purchased in the prior year.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2023.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/2/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

Amy Miller, Deputy City Administrator

Tonya Byrd, Interim Parks & Recreation Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2023-081
- 2) Supplemental Budget Explanation No. 2023-081

PRESENTATION: No

**RESOLUTION
NO. 2023-081**

A RESOLUTION
TO BE ENTITLED:

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

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GOLF FUND

As Reads	Green Fees	324,700
Amended		
To Read:	Green Fees	389,700
As Reads	Operating Expenses	390,700
Amended		
To Read:	Operating Expenses	455,700

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective retroactive to September 30, 2023 on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

OCTOBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - RECOGNIZE OSCEOLA MUNICIPAL GOLF COURSE FY 2023 REVENUE- EXPLANATION NO. 2023-081

FUND	AMOUNT	DESCRIPTION
GOLF FUND		
Estimated Revenues		
Culture & Recreation - Green Fees	65,000	Increase estimated revenue - Recognize Osceola Municipal Golf Course FY 2023 Revenue
Total Revenues	65,000	
Appropriations		
Operating Expenses	65,000	Increase appropriation for Operating Expenses
Total Appropriations	65,000	