



Board of Directors Meeting

March 26, 2025, at 1:30 p.m. CT

Escambia County Commission Chambers

221 Palafox Place, Pensacola, FL 32502

1. Call to Order

2. Roll Call

3. Public Comment

4. Approval of Board Agenda

Recommend the Board approve the March 26, 2025, meeting agenda.

5. Approval of November 13, 2024, Board Minutes

Recommend the Board approve the November 13, 2024, meeting minutes.

6. Election of 2025 Chairman and Vice Chairman

Recommend the Board elect a Chairman and Vice Chairman for 2025, and affirm members of the Board of Directors.

7. Recognition of Service

- a. Mayor Cherry Fitch, City of Gulf Breeze
- b. Senator Doug Broxson, Florida Senate District 1

8. Staff Updates

- a. Director's Update
- b. Technical Update
- c. Outreach Update

9. Action Items

a. Approval of Appointments to the Finance Subcommittee

Recommend the Board select appointments to the Finance Subcommittee.

b. Approval of Quarterly Financial Statements

Recommend the Board approve the FY23-24 Fourth Quarter and FY24-25 First Quarter Financial Statements.

c. Affirm 2025 Bank Signature Authority

Recommend the Board affirm calendar year 2025 signature authority for the Chairman, Vice Chairman, and Executive Director for Pensacola and Perdido Bays Estuary Program's Hancock Whitney Bank accounts.



- d. **Approval of Issuing a Purchase Order to idgroup, in the amount of \$14,500, for the PPBEP Strategic Plan.**
Recommend the Board approve and authorize the Executive Director to execute a purchase order with idgroup, in the amount of \$14,500, to complete the PPBEP Strategic Plan.
- e. **Approval of a Letter of Appreciation Regarding National Estuary Program Designation**
Recommend the Board approve transmitting a letter of appreciation to Senator Rubio, Senator Scott, Congressman Dunn, and Congressman Bean for their leadership in passing Senate Bill 50, the Pensacola and Perdido Bays Estuaries of National Significance Act.
- f. **Approval of a Letter to Congress Regarding National Estuary Program Funding**
Recommend the Board approve transmitting a letter to the Alabama and Florida Congressional Delegation urging them to preserve funding for the National Estuary Program, with the inclusion of funding for PPBEP, in the Fiscal Year 2026 budget.
- g. **Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request**
Recommend the Board approve transmitting a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request.
- h. **Approval of Repealing and Replacing a Subcontract Agreement PPBEP and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project**
Recommend the Board approve repealing and replacing, and authorizing the Executive Director to sign, a Subcontract Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project.
- i. **Approval of Repealing and Replacing a Services Agreement with Florida State University, in the amount of \$475,000, to complete the Compound Flood Modeling Project**
Recommend the Board approve repealing and replacing, and authorize the Executive Director to sign, the Services Agreement with Florida State University, in the amount of \$475,000, to complete compound flood modeling associated with the FDEP Resilient Florida Planning Grant.
- j. **Authorization of the Executive Director to Negotiate a Contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services**
Recommend the Board authorize the Executive Director to negotiate a contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services, and authorize the Executive Director to execute the contract, subject to legal review and approval, and ratification at the May 2025 Board Meeting.



k. Approval of a Purchase Order with Hanko Boats, not to exceed \$92,400, for a 2025 24 Foot Center Console V Bottom Workboat

Recommend the Board approve, and authorize the Executive Director to sign, a Purchase Order with Hanko Boats, not to exceed \$92,400, for a 2025 24-foot center console V bottom workboat, with the option to purchase a 200 Suzuki outboard engine and McClain aluminum trailer.

l. Approval of Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project

Recommend the Board approve, and authorize the Executive Director to sign, Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project.

10. Committee Updates

11. Board Updates

12. Public Comment

13. Adjourn



Board of Directors Meeting Minutes

November 13, 2024, at 1:30 p.m. CT
Escambia County BOCC Chambers
221 Palafox Place, Pensacola, FL 32502

[Meeting Recording](#)

Members Present

Mike Kohler, Chair	Escambia County
Colten Wright, Vice Chair	Santa Rosa County
Vernon Compton	City of Milton
Cherry Fitch	City of Gulf Breeze
Jared Moore	City of Pensacola
Woody Speed	City of Orange Beach

Members Absent

Mike Norberg	Okaloosa County
Kerry Smith	Santa Rosa County

Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Logan McDonald	PPBEP
Haley Gancel	PPBEP
Bailey Walkinshaw	PPBEP
Paige Lansky	PPBEP
Zach Schang	PPBEP
Kate Dawson	Moffatt & Nichol
Dillon Draughn	Baskerville-Donovan Inc.
Thomas Derbes	FL Sea Grant

1. Call to Order

2. Roll Call (*Matt Posner, Executive Director*)

Staff called the roll. A quorum was present.

3. Approval of Board Agenda

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the agenda. Woody Speed (City of Orange Beach) seconded the motion. The motion passed unanimously.

4. Approval of September 24, 2024, Board Minutes

Commissioner Colten Wright (Santa Rosa County) made a motion to approve the September 24, 2024, meeting minutes. Woody Speed (City of Orange Beach) seconded the motion. The motion



passed unanimously.

5. Staff Updates

a. Director's Update (*Matt Posner, Executive Director*)

i. Introduction of New Staff Member

Staff welcomed the newest team member, Zach Schang, filling the Project Coordinator role.

ii. Restore America's Estuaries Summit

Staff served on three panel sessions at the Restore America's Estuaries (RAE) Summit in Washington, D.C. from October 6th-10th.

iii. National Estuary Program (NEP) Designation

Staff met with representatives while in Washington D.C. for the RAE Summit to discuss potential pathways for the NEP designation. The first two options would be passing either the independent bill or the bill as part of a clean water package by the end of the calendar year. If neither option passes before the end of the calendar year, then staff could pursue the designation as part of the reauthorization for the National Estuary Program in January 2025.

iv. Program Truck

The program truck arrived after being on order for ten months; the vehicle will be primarily used for field work and outreach.

v. Bronson Field Site Visit

Staff met with personnel from NAS Pensacola, The Nature Conservancy, and Moffatt & Nichol for an initial kick-off meeting to discuss the overall vision and options for Bronson Field. Staff anticipate plans to be finalized in 2026 and utilize the next 18-month period explore securing funds for implementation.

vi. Partner Organization Engagements

1. Staff serve on various workgroups and committees for partner organizations. The following are recent partner organization plans that staff are engaged with and both plans are aligned with the Program's CCMP goal areas:

A. Strive to Thrive Pensacola 2035

City of Pensacola's new 10-year strategic plan, which relates to quality of life and resilience.

B. Military Installation Resilience Review

Emerald Coast Regional Council adopted the Military Installation Resilience Review, which sets keys priority actions on and off installation for wastewater and stormwater improvements.



vii. Evening for the Estuaries Gala

The 2nd Annual Evening for the Estuaries Gala raised over \$28,000, which will go back to outreach and monitoring priorities. Staff thanked the Board for silent auction donations and support, as well as the Coastal Arts Center staff for their support with putting on the gala. Next year's gala will be held at the same location, the Coastal Arts Center of Orange Beach, on October 16, 2025.

b. Technical Update (*Whitney Scheffel, Senior Scientist*)

i. EPA Gulf of Mexico Program Understanding Water Quality Through Monitoring Activities

Staff are working with partners on a proposal for the EPA Gulf of Mexico Program on Understanding Water Quality Through Monitoring Activities for \$750,000 over three years. The data collected would be publicly accessible through a dashboard that staff are developing in collaboration with the Gulf of Mexico Alliance.

ii. Gulf of Mexico Data Dashboard

The Gulf of Mexico Alliance (GOMA) is expanding their Gulf of Mexico Open Data Platform to include publicly available data for all Estuary Programs and National Estuarine Research Reserves. There will be a webinar and discussion in December and a workshop in early 2025 for data dashboard development. Staff are working with GOMA to create a data dashboard for PPBEP.

iii. Seagrass & Juvenile Fish Monitoring

- 1.** The Gulf Coast Research Laboratory at the University of Southern Mississippi conducted annual seagrass surveys across the Perdido and Pensacola Bay systems. Sea urchins were spotted in the Santa Rosa Sound and will be included in the 2025 State of the Bays Report along with the seagrass survey findings.
- 2.** Staff went out with Dauphin Island Sea Lab for PPBEP's annual trawling survey in seagrass beds across Pensacola and Perdido Bay systems. The findings will be included in the 2025 State of the Bays Report.

iv. C-STARS Monitoring

Staff will be participating in the last quarter of 2024 C-STARS monitoring in Pensacola Bay with St. Andrew and St. Joseph Bays Estuary Program (SASJBEP) staff to assess living shoreline project effectiveness across the Florida panhandle. Staff will continue quarterly monitoring in Pensacola Bay with SASJBEP staff in 2025.

v. Future Engagements

1. Oyster Sub-Committee Meeting

Thomas Derbes (FL Sea Grant) and Chris Verlinde (Santa Rosa County)



were re-elected as the Oyster Sub-Committee Co-Chairs. Thomas Derbes (FL Sea Grant) gave a presentation on Farms for Aquaculture Research and Monitoring of Shellfish (FARMS) and Levi Blackmon (Santa Rosa County NRCS) gave a presentation on the Sandy Hollow Gully Restoration Design. Jacobs, the design lead for Pensacola Bay System Oyster Restoration Initiative, gave an overview of the design process, project schedule, and engagements.

2. Oyster Restoration Workshops

Staff are planning two half-day stakeholder planning workshops for the Oyster Restoration Initiative. The workshops will include stakeholders with varied backgrounds, oystermen, biologists, permitting experts, etc. to discuss and finalize areas for conceptual oyster habitat design templates.

c. Outreach Update (*Logan McDonald, Community Outreach Coordinator*)

i. National Estuaries Week

1. Trivia Night

Staff held a nature-themed trivia night at Alga Beer Co. with their trivia host, Ranger Brandon. Staff collaborated with Ranger Brandon on the trivia questions and tabled during the event.

2. Pensacola Seafood Festival

Staff tabled at the Pensacola Seafood Festival and were joined by OysterCorps crew members to highlight oyster shell recycling and vertical oyster gardening.

ii. Taste of the Beach

Staff and OysterCorps crew members tabled at Taste of the Beach to discuss the oyster shell recycling program and engage attendees in building vertical oyster gardens.

iii. The Florida Channel: Florida Crossroads

Staff were invited by the Gulf Islands National Seashore to be part of their segment on The Florida Channel: Florida Crossroads to feature some of the Estuary Program's work and to discuss the importance of our local ecology and watershed.

iv. Realtor Training

Staff were invited to give a presentation at Levin Rinke Realty on resources and information that realtors can share with their clients, such as septic and lateral line maintenance, bay friendly landscaping, and water quality reporting websites. Staff are looking to expand the Program's reach by creating informational packets that cover similar topics and can be used as resource



guides for realtor clients or for people that are new to the area.

v. Restoration Rambles

Staff recently held the first Restoration Ramble of the fall season this past month at Escribano Point Wildlife Management Area with partners The Longleaf Alliance and Florida Fish and Wildlife Conservation Commission. Restoration Rambles runs from November to April and occur once a month across the Pensacola and Perdido Bay watersheds. The next Restoration Ramble will be a boat tour of the lower Perdido islands and in collaboration with The Nature Conservancy in Alabama and the City of Orange Beach.

vi. Community Grant Symposium

The Community Grant Symposium was rescheduled for November 14, 2024, at the Bayview Community Center. The symposium will cover presentations from the 2023-2024 Community Grant recipients and announce the 2024-2025 awardees.

vii. Mountain Film on Tour

The Estuary Program was picked alongside Healthy Gulf as a recipient for the proceeds from this year's Mountain Film Fest on Tour at Pensacola Little Theatre.

viii. Creek Fest 2024

Staff were invited by Chief Dan "Sky Horse" Helms to have a booth at the Santa Rosa Creek Band Creek Fest '24 in Milton, Florida and will table on Saturday, November 22nd and Sunday, November 23rd.

6. Action Items

a. Approval of the 2025 Holiday Schedule

Vernon Compton (City of Milton) made a motion to approve the 2025 Holiday Schedule. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

b. Approval of the 2025 Board Meeting Schedule

Councilperson Jared Moore (City of Pensacola) made a motion to approve the 2025 Board Meeting Schedule. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

c. Approval of the 2025 Travel Schedule

Commissioner Colten Wright (Santa Rosa County) made a motion to approve the 2025 Travel Schedule. Mayor Cherry Fitch (City of Gulf Breeze) seconded the motion. The motion passed unanimously.



- d. **Approval of FY24-25 Florida Legislative Budget Request and Legislative Priorities**
Vernon Compton (City of Milton) made a motion to approve the FY24-25 Florida Legislative Budget Request and Legislative Priorities. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

7. Discussion Items

- a. **Executive Director's Annual Evaluation**
Chairman Kohler spoke positively regarding the Executive Director's annual performance. Future goals included focusing on organizational vision by developing a strategic plan, lowering administrative costs, securing a rainy-day fund that could cover one year of operating costs, and funding additional staff professional development trainings. The rest of the Board gave positive feedback to M. Posner and to the staff. M. Posner thanked the Board for the feedback and acknowledged Program staff.

8. Committee Updates

- a. **Education and Outreach Committee** (*Thomas Derbes, FL Sea Grant*)
Thomas Derbes (FL Sea Grant) and Shannon McGlynn (ADEM) were elected as committee Co-Chairs. Ryan Kirby (Escambia County) gave a presentation on Escambia County's Air Quality Monitoring Network and how to access the portal and interpret conditions.
- b. **Oyster Sub-Committee** (*Thomas Derbes, FL Sea Grant*)
Staff covered the Oyster Sub-Committee update under the Staff Technical update; Thomas Derbes (FL Sea Grant) reiterated that he and Chris Verlinde (Santa Rosa County) were re-elected as the Oyster Sub-Committee Co-Chairs and offered to answer any questions for the Board on the FARMS presentation that he gave during the Oyster Sub-Committee.
- c. **Technical Committee** (*Kate Dawson, Moffatt & Nichol*)
Kate Dawson (Moffatt & Nichol) and Paul Looney (WRA) were elected as committee Co-Chairs. Staff provided debriefs from the Monitoring Workshop and Oyster Sub-Committee meeting, as well as a save the date for the upcoming Oyster Restoration Workshops in February 2025. Kate Dawson (Moffatt & Nichol) gave an overview of the Perdido Watershed Initiative to the Technical Committee on behalf of The Nature Conservancy in Alabama.

9. Board Updates

None

10. Public Comment

None

11. Adjourned



Agenda Item 6

Election of 2025 Board Chairman and Vice Chairman

Background: Per Article 5, Section 4 of the Board Bylaws, Board officers will be elected in January of each calendar year and serve a one-year term. Officers may be re-elected to multiple terms. Officers may be elected by a simple majority vote of the Board.

Recommendation: Recommend the Board elect a Chairman and Vice Chairman for 2025, and affirm Board members as Directors of the corporation.

2025 Board of Directors:

Vernon Compton – City of Milton Appointee
Ashlee Hofberger – Escambia County Appointee
Mike Kohler – Escambia County Appointee
Jared Moore – City of Pensacola Appointee
Mike Norberg – Okaloosa County Appointee
Kerry Smith – Santa Rosa County Appointee
Woody Speed – City of Orange Beach Appointee
Colten Wright – Santa Rosa County Appointee
Tim Burr – City of Gulf Breeze Appointee
Vacant – Town of Century Appointee

Financial Impact: None.



Agenda Item 9.a.

Approval of Appointments to the Finance Subcommittee

Background: The Finance Subcommittee was established per the Board Bylaws to review quarterly financial reports, annual operating budget, budget amendments, and audit findings. The Finance Subcommittee meets on a quarterly basis prior to the Board of Directors meeting. Membership is comprised of five Board members. The composition of the Finance Subcommittee is included below.

1. Woody Speed, Chair
2. Colten Wright
3. Mike Norberg
4. Vacant (formerly Mayor Fitch)
5. Vacant (formerly Commissioner Bender)

Recommendation: Recommend the Board select appointments to the Finance Subcommittee.

Financial Impact: N/A

Legal Review: N/A



Agenda Item 9.b.

Approval of Quarterly Financial Statements

Background: The enclosed fiscal year 2023-2024 fourth quarter and fiscal year 2024-2025 first quarter financial statements cover the period July 1, 2024 through December 31, 2024. Included is the Statement of Financial Position, Statement of Activity by Class, Statement of Activity, and the General Ledger.

A mid-year budget amendment will be presented at the May 2025 Board Meeting.

Recommendation: Recommend the Board approve the FY23-24 Fourth Quarter and FY24-25 First Quarter Financial Statements.

Financial Impact: As of December 31, 2024, PPBEP had \$581,110.69 in assets, and liabilities and equity.

Legal Review: N/A

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Financial Position

As of September 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
PPBEP DONATION ACCOUNT (7423)	54,175.47
PPBEP GENERAL OPERATING ACCOUNT (7393)	18,045.94
PPBEP GRANT FUND ACCOUNT (7431)	82,324.74
PPBEP PAYROLL ACCOUNT (7407)	19,058.82
Total Bank Accounts	\$173,604.97
Accounts Receivable	
Accounts Receivable (A/R)	0.00
AR Grant - DEP L099	1,463.85
AR Grant - EPA Trash Free Waters	219.00
AR Grant - FLRACEP	3,131.71
AR Grant - NOAA BWET	1,813.91
AR Grant - NOAA IIJA Pensacola	58,198.93
AR Grant - NOAA IIJA Perdido	85,148.44
AR Grant - NOAA IIJA RAE	12,816.67
AR Grant - Resilient FL	1,521.08
AR Grant - UWF FY23-24 Appropriation	49,655.56
Total Accounts Receivable (A/R)	213,969.15
Total Accounts Receivable	\$213,969.15
Other Current Assets	
Due from Donations Account	27,476.74
Due from GOA/Payroll Account	7,523.26
Payments to deposit	954.60
Prepaid expenses	322.44
Total Other Current Assets	\$36,277.04
Total Current Assets	\$423,851.16
TOTAL ASSETS	\$423,851.16
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	173,669.68
Total Accounts Payable	\$173,669.68
Credit Cards	
HW Purchasing Card	4,688.28

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Financial Position

As of September 30, 2024

	TOTAL
Total Credit Cards	\$4,688.28
Other Current Liabilities	
Accrued Payroll	20,244.41
Deferred Revenue	
DR Grant - FDEP OWP02	133,291.67
Total Deferred Revenue	133,291.67
Due to Grant Account	35,000.00
Insurance Payable	2,955.18
Payroll wages and tax to pay	3,358.06
FL SUI Payable	949.12
Retirement contributions payable	1,173.60
Total Payroll wages and tax to pay	5,480.78
Total Other Current Liabilities	\$196,972.04
Total Current Liabilities	\$375,330.00
Total Liabilities	\$375,330.00
Equity	
Retained Earnings	256,192.56
Net Revenue	-207,671.40
Total Equity	\$48,521.16
TOTAL LIABILITIES AND EQUITY	\$423,851.16

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

July - September, 2024

	TOTAL
Revenue	
Contributed income	-353,366.08
Corporate & foundation grants	232,244.71
Government grants & contracts	131,614.83
In-kind donations	21,000.00
Total Contributed income	31,493.46
Donations	13,074.40
Investment income	
Interest Income	2,637.23
Total Investment income	2,637.23
Membership Fees	351,350.00
Total Revenue	\$398,555.09
GROSS PROFIT	\$398,555.09
Expenditures	
Advertising & marketing	3,135.76
Website ads	250.00
Total Advertising & marketing	3,385.76
Awards & grants to others	400,573.52
Community Involvement	975.34
Contract & professional fees	71,699.58
Legal fees	2,805.00
Total Contract & professional fees	74,504.58
Insurance	3,293.09
Meals	355.33
Occupancy	
Rent	42,000.00
Utilities	151.52
Total Occupancy	42,151.52
Office expenses	
Bank fees & service charges	603.89
Equipment lease & maintenance	47.83
Memberships & subscriptions	3,100.49
Merchant account fees	67.52
Office supplies	1,152.06
Parking	6.48
Printing & photocopying	749.73
Shipping & postage	146.00
Software & apps	293.97
Total Office expenses	6,167.97

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

July - September, 2024

	TOTAL
Payroll expenses	444.00
Employee retirement plan	10,959.06
FICA tax	9,281.43
FL SUI	133.60
Health insurance & accident plans	-3,361.20
Reimbursement	1,410.25
Salaries & wages	143,680.63
Total Payroll expenses	162,547.77
Supplies	89.37
Travel	
Airfare	1,525.87
Conference Expense	2,860.00
Total Travel	4,385.87
Vehicle expenses	
Parking & tolls	10.50
Total Vehicle expenses	10.50
Total Expenditures	\$698,440.62
NET OPERATING REVENUE	\$ -299,885.53
NET REVENUE	\$ -299,885.53

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October 2023 - September 2024

	TOTAL
Revenue	
Contributed income	29,117.92
Corporate & foundation grants	307,750.62
Government grants & contracts	515,776.69
In-kind donations	42,000.00
Total Contributed income	894,645.23
Donations	36,429.45
Investment income	
Interest Income	11,352.86
Total Investment income	11,352.86
Membership Fees	351,350.00
Total Revenue	\$1,293,777.54
GROSS PROFIT	\$1,293,777.54
Expenditures	
Advertising & marketing	3,135.76
Social media	55.85
Website ads	980.00
Total Advertising & marketing	4,171.61
Awards & grants to others	439,801.33
Community Involvement	1,775.34
Contract & professional fees	71,699.58
Accounting fees	36,922.50
Legal fees	35,298.00
Total Contract & professional fees	143,920.08
Entertainment Meals	6,315.12
Insurance	13,827.78
Liability insurance	278.95
Total Insurance	14,106.73
Meals	2,070.54
Occupancy	
Rent	84,000.00
Utilities	607.25
Total Occupancy	84,607.25
Office expenses	434.93
Bank fees & service charges	1,260.59
Equipment lease & maintenance	3,281.03
Memberships & subscriptions	5,492.97
Merchant account fees	1,256.91
Office supplies	13,158.90
Parking	28.31
Printing & photocopying	1,003.23

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October 2023 - September 2024

	TOTAL
Shipping & postage	217.15
Small tools & equipment	1,675.18
Software & apps	1,782.66
Total Office expenses	29,591.86
Other Business Expenses	2,250.00
Payroll expenses	2,241.50
Employee retirement plan	29,031.35
FICA tax	27,459.61
FL SUI	2,235.48
Health insurance & accident plans	39,730.37
HSA ER	4,000.00
Reimbursement	6,709.67
Salaries & wages	381,303.62
Total Payroll expenses	492,711.60
Purchases	5,500.00
Service Charges	433.00
Supplies	348.51
Supplies & materials	2,644.27
Total Supplies	2,992.78
Travel	
Airfare	1,559.87
Conference Expense	4,110.00
Hotels	8,006.04
Vehicle rental	1,139.74
Total Travel	14,815.65
Vehicle expenses	
Parking & tolls	10.50
Vehicle gas & fuel	182.99
Total Vehicle expenses	193.49
Total Expenditures	\$1,245,256.38
NET OPERATING REVENUE	\$48,521.16
NET REVENUE	\$48,521.16

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

July - September, 2024

	DEP L099	DONATIONS	EPA TRASH FREE WATERS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
Revenue													
Contributed income		10,000.00				-363,366.08							\$ -353,366.08
Corporate & foundation grants					25,447.75					114,105.82		92,691.14	\$232,244.71
Government grants & contracts	1,463.85		219.00	-119,552.83			1,813.91	148,184.71	85,148.44	12,816.67	1,521.08		\$131,614.83
In-kind donations						21,000.00							\$21,000.00
Total Contributed income	1,463.85	10,000.00	219.00	-119,552.83	25,447.75	-342,366.08	1,813.91	148,184.71	85,148.44	126,922.49	1,521.08	92,691.14	\$31,493.46
Donations		13,074.40											\$13,074.40
Investment income													\$0.00
Interest Income						2,637.23							\$2,637.23
Total Investment income						2,637.23							\$2,637.23
Membership Fees						351,350.00							\$351,350.00
Total Revenue	\$1,463.85	\$23,074.40	\$219.00	\$ -119,552.83	\$25,447.75	\$11,621.15	\$1,813.91	\$148,184.71	\$85,148.44	\$126,922.49	\$1,521.08	\$92,691.14	\$398,555.09
GROSS PROFIT	\$1,463.85	\$23,074.40	\$219.00	\$ -119,552.83	\$25,447.75	\$11,621.15	\$1,813.91	\$148,184.71	\$85,148.44	\$126,922.49	\$1,521.08	\$92,691.14	\$398,555.09
Expenditures													
Advertising & marketing		1,155.00				592.93				1,387.83			\$3,135.76
Website ads						250.00							\$250.00
Total Advertising & marketing		1,155.00				842.93				1,387.83			\$3,385.76
Awards & grants to others				192,193.47				49,697.62	55,530.47	103,151.96			\$400,573.52
Community Involvement		750.00				225.34							\$975.34
Contract & professional fees						15,112.50		50,787.08		5,800.00			\$71,699.58
Legal fees						2,805.00							\$2,805.00
Total Contract & professional fees						17,917.50		50,787.08		5,800.00			\$74,504.58
Insurance						3,293.09							\$3,293.09
Meals						355.33							\$355.33
Occupancy													\$0.00
Rent						42,000.00							\$42,000.00
Utilities						151.52							\$151.52
Total Occupancy						42,151.52							\$42,151.52
Office expenses													\$0.00
Bank fees & service charges		203.58				400.31							\$603.89
Equipment lease & maintenance						47.83							\$47.83
Memberships & subscriptions						3,100.49							\$3,100.49
Merchant account fees		398.64				-331.12							\$67.52
Office supplies		402.50				749.56							\$1,152.06
Parking						6.48							\$6.48
Printing & photocopying						450.00				299.73			\$749.73
Shipping & postage						146.00							\$146.00
Software & apps						293.97							\$293.97
Total Office expenses		1,004.72				4,863.52				299.73			\$6,167.97
Payroll expenses						444.00							\$444.00
Employee retirement plan		1,101.57		3,681.50	1,371.88	-9,281.31	194.43	2,311.35	1,011.83	493.53	82.69	9,991.59	\$10,959.06
FICA tax	221.00	318.23		995.83	275.03	2,056.74	17.32	2,113.28	725.01	-254.19	107.93	2,705.25	\$9,281.43
FL SUI	4.97	8.17		15.16	3.12	24.60	0.41	48.98	10.94	-20.17	1.69	35.73	\$133.60
Health insurance & accident plans	276.20	469.54		-818.08	-732.00	-296.54	-83.04	708.27	436.94	-357.26	110.48	-3,075.71	\$ -3,361.20
Reimbursement	12.32	691.15		5.01	0.42	369.07		25.59	275.44	7.14	0.53	23.58	\$1,410.25
Salaries & wages	3,025.72	4,204.74		15,220.48	5,656.90	31,613.04	336.70	30,865.00	10,365.55	-2,820.09	1,536.67	43,675.92	\$143,680.63
Total Payroll expenses	3,540.21	6,793.40		19,099.90	6,575.35	24,929.60	465.82	36,072.47	12,825.71	-2,951.04	1,839.99	53,356.36	\$162,547.77
Supplies						70.66				18.71			\$89.37
Travel													\$0.00
Airfare						633.95		445.96		445.96			\$1,525.87
Conference Expense						225.00				2,635.00			\$2,860.00
Total Travel						858.95		445.96		3,080.96			\$4,385.87
Vehicle expenses													\$0.00
Parking & tolls		10.50											\$10.50
Total Vehicle expenses		10.50											\$10.50
Total Expenditures	\$3,540.21	\$9,713.62	\$0.00	\$211,293.37	\$6,575.35	\$95,508.44	\$465.82	\$137,003.13	\$68,356.18	\$110,788.15	\$1,839.99	\$53,356.36	\$698,440.62
NET OPERATING REVENUE	\$ -2,076.36	\$13,360.78	\$219.00	\$ -330,846.20	\$18,872.40	\$ -83,887.29	\$1,348.09	\$11,181.58	\$16,792.26	\$16,134.34	\$ -318.91	\$39,334.78	\$ -299,885.53
NET REVENUE	\$ -2,076.36	\$13,360.78	\$219.00	\$ -330,846.20	\$18,872.40	\$ -83,887.29	\$1,348.09	\$11,181.58	\$16,792.26	\$16,134.34	\$ -318.91	\$39,334.78	\$ -299,885.53

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October 2023 - September 2024

	DEP L099	DONATIONS	EPA TRASH FREE WATERS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
Revenue													
Contributed income		28,117.92				1,000.00							\$29,117.92
Corporate & foundation grants					25,447.75					114,105.82		168,197.05	\$307,750.62
Government grants & contracts	1,463.85		219.00	264,609.03			1,813.91	148,184.71	85,148.44	12,816.67	1,521.08		\$515,776.69
In-kind donations						42,000.00							\$42,000.00
Total Contributed income	1,463.85	28,117.92	219.00	264,609.03	25,447.75	43,000.00	1,813.91	148,184.71	85,148.44	126,922.49	1,521.08	168,197.05	\$894,645.23
Donations		36,429.45											\$36,429.45
Investment income													\$0.00
Interest Income		119.83				11,233.03							\$11,352.86
Total Investment income		119.83				11,233.03							\$11,352.86
Membership Fees						351,350.00							\$351,350.00
Total Revenue	\$1,463.85	\$64,667.20	\$219.00	\$264,609.03	\$25,447.75	\$405,583.03	\$1,813.91	\$148,184.71	\$85,148.44	\$126,922.49	\$1,521.08	\$168,197.05	\$1,293,777.54
GROSS PROFIT	\$1,463.85	\$64,667.20	\$219.00	\$264,609.03	\$25,447.75	\$405,583.03	\$1,813.91	\$148,184.71	\$85,148.44	\$126,922.49	\$1,521.08	\$168,197.05	\$1,293,777.54
Expenditures													
Advertising & marketing		1,155.00				592.93				1,387.83			\$3,135.76
Social media		55.85											\$55.85
Website ads						980.00							\$980.00
Total Advertising & marketing		1,210.85				1,572.93				1,387.83			\$4,171.61
Awards & grants to others				215,015.97				53,946.06	67,687.34	103,151.96			\$439,801.33
Community Involvement		750.00				1,025.34							\$1,775.34
Contract & professional fees						15,112.50		50,787.08		5,800.00			\$71,699.58
Accounting fees						36,922.50							\$36,922.50
Legal fees						35,298.00							\$35,298.00
Total Contract & professional fees						87,333.00		50,787.08		5,800.00			\$143,920.08
Entertainment Meals		5,815.12				500.00							\$6,315.12
Insurance						13,827.78							\$13,827.78
Liability insurance						278.95							\$278.95
Total Insurance						14,106.73							\$14,106.73
Meals		1,387.00				683.54							\$2,070.54
Occupancy													\$0.00
Rent						84,000.00							\$84,000.00
Utilities						607.25							\$607.25
Total Occupancy						84,607.25							\$84,607.25
Office expenses						434.93							\$434.93
Bank fees & service charges		860.28				400.31							\$1,260.59
Equipment lease & maintenance		3,107.46				173.57							\$3,281.03
Memberships & subscriptions						5,492.97							\$5,492.97
Merchant account fees		570.92				649.99	36.00						\$1,256.91
Office supplies		3,964.50	219.00	310.00		8,665.40							\$13,158.90
Parking						28.31							\$28.31
Printing & photocopying						703.50				299.73			\$1,003.23
Shipping & postage						217.15							\$217.15
Small tools & equipment				172.07	1,503.11								\$1,675.18
Software & apps						1,782.66							\$1,782.66
Total Office expenses		8,503.16	219.00	482.07	1,503.11	18,548.79	36.00			299.73			\$29,591.86
Other Business Expenses		1,500.00				750.00							\$2,250.00
Payroll expenses						2,241.50							\$2,241.50
Employee retirement plan		1,217.87		3,681.50	1,398.31	7,802.44	194.43	2,668.18	1,051.48	572.82	82.69	10,361.63	\$29,031.35
FICA tax	221.00	612.57		2,774.38	1,173.60	9,540.44	96.95	3,035.88	1,117.53	499.78	107.93	8,279.55	\$27,459.61
FL SUI	4.97	30.19		390.09	41.03	1,133.85	26.62	89.15	27.18	17.72	1.69	472.99	\$2,235.48
Health insurance & accident plans	276.20	1,109.17		4,499.23	1,320.72	19,546.32	82.31	2,577.51	1,063.78	557.44	110.48	8,587.21	\$39,730.37
HSA ER						4,000.00							\$4,000.00
Reimbursement	12.32	691.15		5.01	0.42	1,354.24		25.59	275.44	7.14	0.53	4,337.83	\$6,709.67
Salaries & wages	3,025.72	8,052.24		38,469.17	17,402.58	129,243.95	1,377.60	42,925.05	15,496.53	7,035.75	1,536.67	116,738.36	\$381,303.62
Total Payroll expenses	3,540.21	11,713.19		49,819.38	21,336.66	174,862.74	1,777.91	51,321.36	19,031.94	8,690.65	1,839.99	148,777.57	\$492,711.60
Purchases						5,500.00							\$5,500.00
Service Charges				0.00		433.00							\$433.00
Supplies					24.82	304.98				18.71			\$348.51
Supplies & materials		1,679.07			55.39	909.81							\$2,644.27
Total Supplies		1,679.07			80.21	1,214.79				18.71			\$2,992.78

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October 2023 - September 2024

	DEP L099	DONATIONS	EPA TRASH FREE WATERS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
Travel													\$0.00
Airfare						667.95		445.96		445.96			\$1,559.87
Conference Expense						225.00				2,635.00		1,250.00	\$4,110.00
Hotels						2,967.74						5,038.30	\$8,006.04
Vehicle rental												1,139.74	\$1,139.74
Total Travel						3,860.69		445.96		3,080.96		7,428.04	\$14,815.65
Vehicle expenses													\$0.00
Parking & tolls		10.50											\$10.50
Vehicle gas & fuel												182.99	\$182.99
Total Vehicle expenses		10.50										182.99	\$193.49
Total Expenditures	\$3,540.21	\$32,568.89	\$219.00	\$265,317.42	\$22,919.98	\$394,998.80	\$1,813.91	\$156,500.46	\$86,719.28	\$122,429.84	\$1,839.99	\$156,388.60	\$1,245,256.38
NET OPERATING REVENUE	\$ -2,076.36	\$32,098.31	\$0.00	\$ -708.39	\$2,527.77	\$10,584.23	\$0.00	\$ -8,315.75	\$ -1,570.84	\$4,492.65	\$ -318.91	\$11,808.45	\$48,521.16
NET REVENUE	\$ -2,076.36	\$32,098.31	\$0.00	\$ -708.39	\$2,527.77	\$10,584.23	\$0.00	\$ -8,315.75	\$ -1,570.84	\$4,492.65	\$ -318.91	\$11,808.45	\$48,521.16

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Financial Position

As of December 31, 2024

	TOTAL	
	AS OF DEC 31, 2024	AS OF DEC 31, 2023 (PY)
ASSETS		
Current Assets		
Bank Accounts		
10000 PPBEP GENERAL OPERATING ACCOUNT (7393)	7,445.18	222,413.26
10100 PPBEP PAYROLL ACCOUNT (7407)	23,074.41	17,749.11
10200 PPBEP GRANT FUND ACCOUNT (7431)	11,598.97	
10300 PPBEP DONATION ACCOUNT (7423)	58,515.21	25,097.87
Total Bank Accounts	\$100,633.77	\$265,260.24
Accounts Receivable		
12000 Accounts Receivable (A/R)	0.00	0.00
310003-12000 AR Grant - UWF FY23-24 Appropriation	76,330.42	
310004-12000 AR Grant - NOAA IJA Pensacola	154,990.19	
310005-12000 AR Grant - NOAA IJA Perdido	72,562.45	
310006-12000 AR Grant - NOAA IJA RAE	35,952.21	
310007-12000 AR Grant - FLRACEP	3,204.53	
310008-12000 AR Grant - DEP L099	8,236.12	
310009-12000 AR Grant - DEP RES13	298.92	
310010-12000 AR Grant - Resilient FL	1,580.21	
310011-12000 AR Grant - NOAA BWET	1,787.70	
310012-12000 AR Grant - EPA Trash Free Waters	219.00	
Total 12000 Accounts Receivable (A/R)	355,161.75	0.00
Total Accounts Receivable	\$355,161.75	\$0.00
Other Current Assets		
13000 Prepaid expenses	5,496.59	5,412.35
13400 Due from Donations Account	23,945.98	
13500 Due from Grant Account	47,604.98	
Total Other Current Assets	\$77,047.55	\$5,412.35
Total Current Assets	\$532,843.07	\$270,672.59
Fixed Assets		
15100 Vehicles	47,026.00	
15200 Machinery & Equipment	2,957.00	
15900 Accumulated depreciation	-1,715.38	
Total Fixed Assets	\$48,267.62	\$0.00
TOTAL ASSETS	\$581,110.69	\$270,672.59

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Financial Position

As of December 31, 2024

	TOTAL	
	AS OF DEC 31, 2024	AS OF DEC 31, 2023 (PY)
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20000 Accounts Payable (A/P)	174,565.76	12,675.00
Total Accounts Payable	\$174,565.76	\$12,675.00
Credit Cards		
20500 HW Purchasing Card	889.80	405.07
Total Credit Cards	\$889.80	\$405.07
Other Current Liabilities		
22000 Payroll wages and tax to pay	0.00	0.06
22220 FL SUI payable	378.00	864.00
22300 Retirement contributions payable	1,580.58	
Total 22000 Payroll wages and tax to pay	1,958.58	864.06
23100 Insurance Payable	2,358.12	535.90
24500 Deferred Revenue		
310002-24500 DR Grant - FDEP OWP02	51,807.49	
Total 24500 Deferred Revenue	51,807.49	
26150 Due to GOA/Payroll Account	71,550.96	
Total Other Current Liabilities	\$127,675.15	\$1,399.96
Total Current Liabilities	\$303,130.71	\$14,480.03
Total Liabilities	\$303,130.71	\$14,480.03
Equity		
39000 Retained Earnings	48,521.16	
Net Revenue	229,458.82	256,192.56
Total Equity	\$277,979.98	\$256,192.56
TOTAL LIABILITIES AND EQUITY	\$581,110.69	\$270,672.59

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
Revenue		
40000 Contributed income		368,467.92
45000 Corporate & foundation grants		
310003-45000 Corporate & foundation grants - UWF FY23-24 Appropriation	26,674.86	
310007-45000 Corporate & foundation grants - FLRACEP	8,324.22	
Total 45000 Corporate & foundation grants	34,999.08	
46000 Government grants & contracts		
310002-46000 Government grants & contracts - FDEP OWP02	81,484.18	
310004-46000 Government grants & contracts - NOAA IJJA Pensacola	96,791.26	
310005-46000 Government grants & contracts - NOAA IJJA Perdido	30,388.39	
310006-46000 Government grants & contracts - NOAA IJJA RAE	23,135.54	
310008-46000 Government grants & contracts - DEP L099	6,772.27	
310009-46000 Government grants & contracts - DEP RES13	298.92	
310010-46000 Government grants & contracts - Resilient FL	59.13	
310011-46000 Government grants & contracts - NOAA BWET	-26.21	
Total 46000 Government grants & contracts	238,903.48	
47000 In-kind donations		
310000-47000 In-Kind Donations - Operating	10,500.00	
Total 47000 In-kind donations	10,500.00	
Total 40000 Contributed income	284,402.56	368,467.92
48000 Donations	0.00	17,965.05
310001-48000 Donations	18,429.60	
Total 48000 Donations	18,429.60	17,965.05
49000 Membership Fees		
310000-49000 Membership Fees - Operating	318,593.55	
Total 49000 Membership Fees	318,593.55	
87000 Investment income		
87100 Interest Income		2,941.08
310000-87100 Interest Income - Operating	2,128.00	
Total 87100 Interest Income	2,128.00	2,941.08
Total 87000 Investment income	2,128.00	2,941.08
Total Revenue	\$623,553.71	\$389,374.05
GROSS PROFIT	\$623,553.71	\$389,374.05

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
Expenditures		
60000 Payroll expenses		700.00
60010 Salaries & wages		60,665.56
310000-60010 Salaries & wages - Operating	32,932.07	
310001-60010 Salaries & wages - Donations	-252.24	
310002-60010 Salaries & wages - FDEP OWP02	1,123.87	
310003-60010 Salaries & wages - UWF FY23-24 Appropriation	20,645.04	
310004-60010 Salaries & wages - NOAA IJJA Pensacola	22,436.70	
310005-60010 Salaries & wages - NOAA IJJA Perdido	5,702.55	
310006-60010 Salaries & wages - NOAA IJJA RAE	3,083.07	
310007-60010 Salaries & wages - FLRACEP	6,530.72	
310008-60010 Salaries & wages - DEP L099	4,804.81	
310009-60010 Salaries & wages - DEP RES13	231.08	
310010-60010 Salaries & wages - Resilient FL	-46.73	
Total 60010 Salaries & wages	97,190.94	60,665.56
60210 FICA tax		4,640.94
310000-60210 FICA tax - Operating	2,322.64	
310001-60210 FICA tax - Donations	-15.87	
310002-60210 FICA tax - FDEP OWP02	79.44	
310003-60210 FICA tax - UWF FY23-24 Appropriation	1,540.74	
310004-60210 FICA tax - NOAA IJJA Pensacola	1,607.06	
310005-60210 FICA tax - NOAA IJJA Perdido	421.50	
310006-60210 FICA tax - NOAA IJJA RAE	223.05	
310007-60210 FICA tax - FLRACEP	461.40	
310008-60210 FICA tax - DEP L099	356.22	
310009-60210 FICA tax - DEP RES13	13.40	
310010-60210 FICA tax - Resilient FL	-3.32	
Total 60210 FICA tax	7,006.26	4,640.94
60230 FL SUTA		864.03
310000-60230 FL SUTA - Operating	-745.20	
310001-60230 FL SUTA - Donations	-23.91	
310002-60230 FL SUTA - FDEP OWP02	-376.65	
310003-60230 FL SUTA - UWF FY23-24 Appropriation	-447.89	
310004-60230 FL SUTA - NOAA IJJA Pensacola	-50.25	
310005-60230 FL SUTA - NOAA IJJA Perdido	-20.02	
310006-60230 FL SUTA - NOAA IJJA RAE	-39.77	
310007-60230 FL SUTA - FLRACEP	-36.77	
310008-60230 FL SUTA - DEP L099	-4.97	
310010-60230 FL SUTA - Resilient FL	-0.72	
310011-60230 FL SUTA - NOAA BWET	-26.21	
Total 60230 FL SUTA	-1,772.36	864.03

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
60300 Health insurance & accident plans		11,918.40
310000-60300 Health insurance & accident plans - Operating	3,906.11	
310001-60300 Health insurance & accident plans - Donations	74.38	
310002-60300 Health insurance & accident plans - FDEP OWP02	153.62	
310003-60300 Health insurance & accident plans - UWF FY23-24 Appropriation	2,898.61	
310004-60300 Health insurance & accident plans - NOAA IJJA Pensacola	3,166.35	
310005-60300 Health insurance & accident plans - NOAA IJJA Perdido	1,070.55	
310006-60300 Health insurance & accident plans - NOAA IJJA RAE	505.42	
310007-60300 Health insurance & accident plans - FLRACEP	623.71	
310008-60300 Health insurance & accident plans - DEP L099	902.13	
310009-60300 Health insurance & accident plans - DEP RES13	54.44	
310010-60300 Health insurance & accident plans - Resilient FL	24.79	
Total 60300 Health insurance & accident plans	13,380.11	11,918.40
60301 HSA ER		
310000-60301 HSA ER - Operating	1,000.00	
Total 60301 HSA ER	1,000.00	
60340 Reimbursement		
310000-60340 Reimbursement - Operating	2,346.60	
310001-60340 Reimbursement - Donations	203.24	
310002-60340 Reimbursement - FDEP OWP02	-5.01	
310003-60340 Reimbursement - UWF FY23-24 Appropriation	-23.58	
310004-60340 Reimbursement - NOAA IJJA Pensacola	-25.59	
310005-60340 Reimbursement - NOAA IJJA Perdido	-10.00	
310006-60340 Reimbursement - NOAA IJJA RAE	1,010.98	
310007-60340 Reimbursement - FLRACEP	-0.42	
310008-60340 Reimbursement - DEP L099	-12.32	
310010-60340 Reimbursement - Resilient FL	-0.53	
Total 60340 Reimbursement	3,483.37	
60400 Employee retirement plan		
310000-60400 Employee retirement plan - Operating	2,953.62	
310001-60400 Employee retirement plan - Donations	199.50	
310002-60400 Employee retirement plan - FDEP OWP02	380.87	
310003-60400 Employee retirement plan - UWF FY23-24 Appropriation	2,061.94	
310004-60400 Employee retirement plan - NOAA IJJA Pensacola	2,050.18	
310005-60400 Employee retirement plan - NOAA IJJA Perdido	809.73	
310006-60400 Employee retirement plan - NOAA IJJA RAE	375.71	
310007-60400 Employee retirement plan - FLRACEP	129.27	
310008-60400 Employee retirement plan - DEP L099	726.40	
310010-60400 Employee retirement plan - Resilient FL	85.64	
Total 60400 Employee retirement plan	9,772.86	

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
60500 Payroll fees		
310000-60500 Payroll fees - Operating	492.00	
Total 60500 Payroll fees	492.00	
Total 60000 Payroll expenses	130,553.18	78,788.93
62000 Occupancy		
62100 Rent		
310000-62100 Rent - Operating	21,000.00	
Total 62100 Rent	21,000.00	
62300 Utilities		152.69
310000-62300 Utilities - Operating	151.67	
Total 62300 Utilities	151.67	152.69
Total 62000 Occupancy	21,151.67	152.69
63000 Travel		
63010 Airfare		34.00
63030 Hotels		2,697.20
310004-63030 Hotel - NOAA IJJA Pensacola	1,742.30	
310006-63030 Hotel - NOAA IJJA RAE	1,742.30	
Total 63030 Hotels	3,484.60	2,697.20
63040 Parking & tolls		
310000-63040 Parking & tolls - Operating	8.16	
Total 63040 Parking & tolls	8.16	
63050 Vehicle rental		
310004-63050 Vehicle Rental - NOAA IJJA Pensacola	241.92	
Total 63050 Vehicle rental	241.92	
Total 63000 Travel	3,734.68	2,731.20
63100 Vehicle expenses		
63110 Vehicle gas & fuel		
310000-63110 Vehicle gas & fuel - Operating	44.16	
Total 63110 Vehicle gas & fuel	44.16	
63112 Vehicle insurance		
310000-63112 Vehicle insurance - Operating	9,366.00	
Total 63112 Vehicle insurance	9,366.00	
63114 Vehicle registration		
310000-63114 Vehicle registration - Operating	443.77	
Total 63114 Vehicle registration	443.77	
Total 63100 Vehicle expenses	9,853.93	

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
64000 Office expenses		434.99
310000-64000 Office expenses - Operating	189.94	
64050 Bank fees & service charges		653.20
310000-64050 Bank fees & service charges - Operating	604.50	
310001-64050 Bank fees & service charges - Donations	653.26	
Total 64050 Bank fees & service charges	1,257.76	653.20
64100 Equipment lease & maintenance		3,152.87
310000-64100 Equipment lease & maintenance - Operating	25.36	
Total 64100 Equipment lease & maintenance	25.36	3,152.87
64150 Memberships & subscriptions		1,054.80
310000-64150 Memberships & subscriptions - Operating	1,247.76	
310001-64150 Memberships & subscriptions - Donations	21.40	
Total 64150 Memberships & subscriptions	1,269.16	1,054.80
64200 Merchant account fees		274.86
64250 Office supplies		1,149.89
310000-64250 Office supplies - Operating	2,377.95	
Total 64250 Office supplies	2,377.95	1,149.89
64300 Parking (deleted)		11.64
64400 Shipping & postage		61.50
64450 Small tools & equipment		172.07
310007-64450 Small tools & equipment - FLRACEP	616.31	
Total 64450 Small tools & equipment	616.31	172.07
64500 Software & apps		158.17
310000-64500 Software & apps - Operating	302.97	
Total 64500 Software & apps	302.97	158.17
Total 64000 Office expenses	6,039.45	7,123.99
65000 Insurance		2,206.76
310000-65000 Insurance - Operating	3,927.30	
Liability insurance		278.95
Total 65000 Insurance	3,927.30	2,485.71
65100 Advertising & marketing		
310000-65100 Advertising & marketing - Operating	2,395.00	
65101 Social media		55.85
65102 Website ads		243.00
310000-65102 Websites ads - Operating	264.00	
Total 65102 Website ads	264.00	243.00
Total 65100 Advertising & marketing	2,659.00	298.85

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity

October - December, 2024

	TOTAL	
	OCT - DEC, 2024	OCT - DEC, 2023 (PY)
65700 Contract & professional fees		
310000-65700 Contract & professional fees - Operating	19,938.75	
310004-65700 Contract & professional fees - NOAA IJJA Pensacola	50,944.58	
65200 Legal fees		23,672.00
310000-65200 Legal fees - Operating	82.50	
Total 65200 Legal fees	82.50	23,672.00
65300 Accounting fees		11,475.00
Total 65700 Contract & professional fees	70,965.83	35,147.00
65720 Service charges		63.00
65800 Supplies		
310000-65800 Supplies - Operating	177.20	
310001-65800 Supplies - Donations	440.90	
310006-65800 Supplies - NOAA IJJA RAE	409.98	
Supplies & materials (deleted)		75.00
Total 65800 Supplies	1,028.08	75.00
65900 Entertainment Meals		6,315.12
66050 Training and Safety		
310000-66050 Training and Safety - Operating	315.00	
Total 66050 Training and Safety	315.00	
66101 Awards & grants to others		
310002-66101 Awards & grants to others - FDEP OWP02	78,560.50	
310004-66101 Awards & grants to others - NOAA IJJA Pensacola	14,678.01	
310005-66101 Awards & grants to others - NOAA IJJA Perdido	22,414.08	
310006-66101 Awards & grants to others - NOAA IJJA RAE	15,676.96	
Total 66101 Awards & grants to others	131,329.55	
66102 Community Involvement		
310001-66102 Community Involvement - Donations	10,821.84	
Total 66102 Community Involvement	10,821.84	
Total Expenditures	\$392,379.51	\$133,181.49
NET OPERATING REVENUE	\$231,174.20	\$256,192.56
Other Expenditures		
81000 Depreciation		
310002-81000 Depreciation - FDEP OWP02	1,567.54	
310006-81000 Depreciation - NOAA IJJA RAE	147.84	
Total 81000 Depreciation	1,715.38	
Total Other Expenditures	\$1,715.38	\$0.00
NET OTHER REVENUE	\$ -1,715.38	\$0.00
NET REVENUE	\$229,458.82	\$256,192.56

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October - December, 2024

	DEP L099	DEP RES13	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
Revenue													
40000 Contributed income													\$0.00
45000 Corporate & foundation grants													\$0.00
310003-45000 Corporate & foundation grants - UWF FY23-24 Appropriation												26,674.86	\$26,674.86
310007-45000 Corporate & foundation grants - FLRACEP					8,324.22								\$8,324.22
Total 45000 Corporate & foundation grants					8,324.22							26,674.86	\$34,999.08
46000 Government grants & contracts													\$0.00
310002-46000 Government grants & contracts - FDEP OWP02				81,484.18									\$81,484.18
310004-46000 Government grants & contracts - NOAA IJJA Pensacola								96,791.26					\$96,791.26
310005-46000 Government grants & contracts - NOAA IJJA Perdido									30,388.39				\$30,388.39
310006-46000 Government grants & contracts - NOAA IJJA RAE										23,135.54			\$23,135.54
310008-46000 Government grants & contracts - DEP L099	6,772.27												\$6,772.27
310009-46000 Government grants & contracts - DEP RES13		298.92											\$298.92
310010-46000 Government grants & contracts - Resilient FL											59.13		\$59.13
310011-46000 Government grants & contracts - NOAA BWET							-26.21						\$ -26.21
Total 46000 Government grants & contracts	6,772.27	298.92		81,484.18			-26.21	96,791.26	30,388.39	23,135.54	59.13		\$238,903.48
47000 In-kind donations													\$0.00
310000-47000 In-Kind Donations - Operating						10,500.00							\$10,500.00
Total 47000 In-kind donations						10,500.00							\$10,500.00
Total 40000 Contributed income	6,772.27	298.92		81,484.18	8,324.22	10,500.00	-26.21	96,791.26	30,388.39	23,135.54	59.13	26,674.86	\$284,402.56
48000 Donations													\$0.00
310001-48000 Donations			18,429.60										\$18,429.60
Total 48000 Donations			18,429.60										\$18,429.60
49000 Membership Fees													\$0.00
310000-49000 Membership Fees - Operating						318,593.55							\$318,593.55
Total 49000 Membership Fees						318,593.55							\$318,593.55
87000 Investment income													\$0.00
87100 Interest Income													\$0.00
310000-87100 Interest Income - Operating						2,128.00							\$2,128.00
Total 87100 Interest Income						2,128.00							\$2,128.00
Total 87000 Investment income						2,128.00							\$2,128.00
Total Revenue	\$6,772.27	\$298.92	\$18,429.60	\$81,484.18	\$8,324.22	\$331,221.55	\$ -26.21	\$96,791.26	\$30,388.39	\$23,135.54	\$59.13	\$26,674.86	\$623,553.71
GROSS PROFIT	\$6,772.27	\$298.92	\$18,429.60	\$81,484.18	\$8,324.22	\$331,221.55	\$ -26.21	\$96,791.26	\$30,388.39	\$23,135.54	\$59.13	\$26,674.86	\$623,553.71
Expenditures													
60000 Payroll expenses													\$0.00
60010 Salaries & wages													\$0.00
310000-60010 Salaries & wages - Operating						32,932.07							\$32,932.07
310001-60010 Salaries & wages - Donations			-252.24										\$ -252.24
310002-60010 Salaries & wages - FDEP OWP02				1,123.87									\$1,123.87
310003-60010 Salaries & wages - UWF FY23-24 Appropriation												20,645.04	\$20,645.04
310004-60010 Salaries & wages - NOAA IJJA Pensacola								22,436.70					\$22,436.70
310005-60010 Salaries & wages - NOAA IJJA Perdido									5,702.55				\$5,702.55
310006-60010 Salaries & wages - NOAA IJJA RAE										3,083.07			\$3,083.07
310007-60010 Salaries & wages - FLRACEP					6,530.72								\$6,530.72
310008-60010 Salaries & wages - DEP L099	4,804.81												\$4,804.81
310009-60010 Salaries & wages - DEP RES13		231.08											\$231.08
310010-60010 Salaries & wages - Resilient FL											-46.73		\$ -46.73
Total 60010 Salaries & wages	4,804.81	231.08	-252.24	1,123.87	6,530.72	32,932.07		22,436.70	5,702.55	3,083.07	-46.73	20,645.04	\$97,190.94
60210 FICA tax													\$0.00
310000-60210 FICA tax - Operating						2,322.64							\$2,322.64
310001-60210 FICA tax - Donations			-15.87										\$ -15.87
310002-60210 FICA tax - FDEP OWP02				79.44									\$79.44
310003-60210 FICA tax - UWF FY23-24 Appropriation												1,540.74	\$1,540.74
310004-60210 FICA tax - NOAA IJJA Pensacola								1,607.06					\$1,607.06
310005-60210 FICA tax - NOAA IJJA Perdido									421.50				\$421.50
310006-60210 FICA tax - NOAA IJJA RAE										223.05			\$223.05
310007-60210 FICA tax - FLRACEP					461.40								\$461.40
310008-60210 FICA tax - DEP L099	356.22												\$356.22
310009-60210 FICA tax - DEP RES13		13.40											\$13.40
310010-60210 FICA tax - Resilient FL											-3.32		\$ -3.32
Total 60210 FICA tax	356.22	13.40	-15.87	79.44	461.40	2,322.64		1,607.06	421.50	223.05	-3.32	1,540.74	\$7,006.26

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October - December, 2024

	DEP L099	DEP RES13	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJA PENSACOLA	NOAA IJA PERDIDO	NOAA IJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
60230 FL SUTA													\$0.00
310000-60230 FL SUTA - Operating						-745.20							\$ -745.20
310001-60230 FL SUTA - Donations			-23.91										\$ -23.91
310002-60230 FL SUTA - FDEP OWP02				-376.65									\$ -376.65
310003-60230 FL SUTA - UWF FY23-24 Appropriation												-447.89	\$ -447.89
310004-60230 FL SUTA - NOAA IJA Pensacola								-50.25					\$ -50.25
310005-60230 FL SUTA - NOAA IJA Perdido									-20.02				\$ -20.02
310006-60230 FL SUTA - NOAA IJA RAE										-39.77			\$ -39.77
310007-60230 FL SUTA - FLRACEP					-36.77								\$ -36.77
310008-60230 FL SUTA - DEP L099	-4.97												\$ -4.97
310010-60230 FL SUTA - Resilient FL											-0.72		\$ -0.72
310011-60230 FL SUTA - NOAA BWET							-26.21						\$ -26.21
Total 60230 FL SUTA	-4.97		-23.91	-376.65	-36.77	-745.20	-26.21	-50.25	-20.02	-39.77	-0.72	-447.89	\$ -1,772.36
60300 Health insurance & accident plans													\$0.00
310000-60300 Health insurance & accident plans - Operating						3,906.11							\$3,906.11
310001-60300 Health insurance & accident plans - Donations			74.38										\$74.38
310002-60300 Health insurance & accident plans - FDEP OWP02				153.62									\$153.62
310003-60300 Health insurance & accident plans - UWF FY23-24 Appropriation												2,898.61	\$2,898.61
310004-60300 Health insurance & accident plans - NOAA IJA Pensacola							3,166.35						\$3,166.35
310005-60300 Health insurance & accident plans - NOAA IJA Perdido									1,070.55				\$1,070.55
310006-60300 Health insurance & accident plans - NOAA IJA RAE										505.42			\$505.42
310007-60300 Health insurance & accident plans - FLRACEP					623.71								\$623.71
310008-60300 Health insurance & accident plans - DEP L099	902.13												\$902.13
310009-60300 Health insurance & accident plans - DEP RES13		54.44											\$54.44
310010-60300 Health insurance & accident plans - Resilient FL											24.79		\$24.79
Total 60300 Health insurance & accident plans	902.13	54.44	74.38	153.62	623.71	3,906.11		3,166.35	1,070.55	505.42	24.79	2,898.61	\$13,380.11
60301 HSA ER													\$0.00
310000-60301 HSA ER - Operating						1,000.00							\$1,000.00
Total 60301 HSA ER						1,000.00							\$1,000.00
60340 Reimbursement													\$0.00
310000-60340 Reimbursement - Operating						2,346.60							\$2,346.60
310001-60340 Reimbursement - Donations			203.24										\$203.24
310002-60340 Reimbursement - FDEP OWP02				-5.01									\$ -5.01
310003-60340 Reimbursement - UWF FY23-24 Appropriation												-23.58	\$ -23.58
310004-60340 Reimbursement - NOAA IJA Pensacola								-25.59					\$ -25.59
310005-60340 Reimbursement - NOAA IJA Perdido									-10.00				\$ -10.00
310006-60340 Reimbursement - NOAA IJA RAE										1,010.98			\$1,010.98
310007-60340 Reimbursement - FLRACEP					-0.42								\$ -0.42
310008-60340 Reimbursement - DEP L099	-12.32												\$ -12.32
310010-60340 Reimbursement - Resilient FL											-0.53		\$ -0.53
Total 60340 Reimbursement	-12.32		203.24	-5.01	-0.42	2,346.60		-25.59	-10.00	1,010.98	-0.53	-23.58	\$3,483.37
60400 Employee retirement plan													\$0.00
310000-60400 Employee retirement plan - Operating						2,953.62							\$2,953.62
310001-60400 Employee retirement plan - Donations			199.50										\$199.50
310002-60400 Employee retirement plan - FDEP OWP02				380.87									\$380.87
310003-60400 Employee retirement plan - UWF FY23-24 Appropriation												2,061.94	\$2,061.94
310004-60400 Employee retirement plan - NOAA IJA Pensacola								2,050.18					\$2,050.18
310005-60400 Employee retirement plan - NOAA IJA Perdido									809.73				\$809.73
310006-60400 Employee retirement plan - NOAA IJA RAE										375.71			\$375.71
310007-60400 Employee retirement plan - FLRACEP					129.27								\$129.27
310008-60400 Employee retirement plan - DEP L099	726.40												\$726.40
310010-60400 Employee retirement plan - Resilient FL											85.64		\$85.64
Total 60400 Employee retirement plan	726.40		199.50	380.87	129.27	2,953.62		2,050.18	809.73	375.71	85.64	2,061.94	\$9,772.86
60500 Payroll fees													\$0.00
310000-60500 Payroll fees - Operating						492.00							\$492.00
Total 60500 Payroll fees						492.00							\$492.00
Total 60000 Payroll expenses	6,772.27	298.92	185.10	1,356.14	7,707.91	45,207.84	-26.21	29,184.45	7,974.31	5,158.46	59.13	26,674.86	\$130,553.18
62000 Occupancy													\$0.00
62100 Rent													\$0.00
310000-62100 Rent - Operating						21,000.00							\$21,000.00
Total 62100 Rent						21,000.00							\$21,000.00
62300 Utilities													\$0.00
310000-62300 Utilities - Operating						151.67							\$151.67
Total 62300 Utilities						151.67							\$151.67
Total 62000 Occupancy						21,151.67							\$21,151.67

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October - December, 2024

	DEP L099	DEP RES13	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA I1JA PENSACOLA	NOAA I1JA PERDIDO	NOAA I1JA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
63000 Travel													\$0.00
63030 Hotels													\$0.00
310004-63030 Hotel - NOAA I1JA Pensacola								1,742.30					\$1,742.30
310006-63030 Hotel - NOAA I1JA RAE										1,742.30			\$1,742.30
Total 63030 Hotels								1,742.30		1,742.30			\$3,484.60
63040 Parking & tolls													\$0.00
310000-63040 Parking & tolls - Operating						8.16							\$8.16
Total 63040 Parking & tolls						8.16							\$8.16
63050 Vehicle rental													\$0.00
310004-63050 Vehicle Rental - NOAA I1JA Pensacola								241.92					\$241.92
Total 63050 Vehicle rental								241.92					\$241.92
Total 63000 Travel						8.16		1,984.22		1,742.30			\$3,734.68
63100 Vehicle expenses													\$0.00
63110 Vehicle gas & fuel													\$0.00
310000-63110 Vehicle gas & fuel - Operating						44.16							\$44.16
Total 63110 Vehicle gas & fuel						44.16							\$44.16
63112 Vehicle insurance													\$0.00
310000-63112 Vehicle insurance - Operating						9,366.00							\$9,366.00
Total 63112 Vehicle insurance						9,366.00							\$9,366.00
63114 Vehicle registration													\$0.00
310000-63114 Vehicle registration - Operating						443.77							\$443.77
Total 63114 Vehicle registration						443.77							\$443.77
Total 63100 Vehicle expenses						9,853.93							\$9,853.93
64000 Office expenses													\$0.00
310000-64000 Office expenses - Operating						189.94							\$189.94
64050 Bank fees & service charges													\$0.00
310000-64050 Bank fees & service charges - Operating						604.50							\$604.50
310001-64050 Bank fees & service charges - Donations			653.26										\$653.26
Total 64050 Bank fees & service charges			653.26			604.50							\$1,257.76
64100 Equipment lease & maintenance													\$0.00
310000-64100 Equipment lease & maintenance - Operating						25.36							\$25.36
Total 64100 Equipment lease & maintenance						25.36							\$25.36
64150 Memberships & subscriptions													\$0.00
310000-64150 Memberships & subscriptions - Operating						1,247.76							\$1,247.76
310001-64150 Memberships & subscriptions - Donations			21.40										\$21.40
Total 64150 Memberships & subscriptions			21.40			1,247.76							\$1,269.16
64250 Office supplies													\$0.00
310000-64250 Office supplies - Operating						2,377.95							\$2,377.95
Total 64250 Office supplies						2,377.95							\$2,377.95
64450 Small tools & equipment													\$0.00
310007-64450 Small tools & equipment - FLRACEP					616.31								\$616.31
Total 64450 Small tools & equipment					616.31								\$616.31
64500 Software & apps													\$0.00
310000-64500 Software & apps - Operating						302.97							\$302.97
Total 64500 Software & apps						302.97							\$302.97
Total 64000 Office expenses			674.66		616.31	4,748.48							\$6,039.45
65000 Insurance													\$0.00
310000-65000 Insurance - Operating						3,927.30							\$3,927.30
Total 65000 Insurance						3,927.30							\$3,927.30
65100 Advertising & marketing													\$0.00
310000-65100 Advertising & marketing - Operating						2,395.00							\$2,395.00
65102 Website ads													\$0.00
310000-65102 Websites ads - Operating						264.00							\$264.00
Total 65102 Website ads						264.00							\$264.00
Total 65100 Advertising & marketing						2,659.00							\$2,659.00
65700 Contract & professional fees													\$0.00
310000-65700 Contract & professional fees - Operating						19,938.75							\$19,938.75
310004-65700 Contract & professional fees - NOAA I1JA Pensacola								50,944.58					\$50,944.58
65200 Legal fees													\$0.00
310000-65200 Legal fees - Operating						82.50							\$82.50
Total 65200 Legal fees						82.50							\$82.50
Total 65700 Contract & professional fees						20,021.25		50,944.58					\$70,965.83

Pensacola and Perdido Bays Estuary Program, Inc.

Statement of Activity by Class

October - December, 2024

	DEP L099	DEP RES13	DONATIONS	FDEP OWP02	FLRACEP	GENERAL OPERATING	NOAA BWET	NOAA IJJA PENSACOLA	NOAA IJJA PERDIDO	NOAA IJJA RAE	RESILIENT FL	UWF FY23-24 APPROPRIATION	TOTAL
65800 Supplies													\$0.00
310000-65800 Supplies - Operating						177.20							\$177.20
310001-65800 Supplies - Donations			440.90										\$440.90
310006-65800 Supplies - NOAA IJJA RAE										409.98			\$409.98
Total 65800 Supplies			440.90			177.20				409.98			\$1,028.08
66050 Training and Safety													\$0.00
310000-66050 Training and Safety - Operating						315.00							\$315.00
Total 66050 Training and Safety						315.00							\$315.00
66101 Awards & grants to others													\$0.00
310002-66101 Awards & grants to others - FDEP OWP02				78,560.50									\$78,560.50
310004-66101 Awards & grants to others - NOAA IJJA Pensacola								14,678.01					\$14,678.01
310005-66101 Awards & grants to others - NOAA IJJA Perdido									22,414.08				\$22,414.08
310006-66101 Awards & grants to others - NOAA IJJA RAE										15,676.96			\$15,676.96
Total 66101 Awards & grants to others				78,560.50				14,678.01	22,414.08	15,676.96			\$131,329.55
66102 Community Involvement													\$0.00
310001-66102 Community Involvement - Donations			10,821.84										\$10,821.84
Total 66102 Community Involvement			10,821.84										\$10,821.84
Total Expenditures	\$6,772.27	\$298.92	\$12,122.50	\$79,916.64	\$8,324.22	\$108,069.83	\$ -26.21	\$96,791.26	\$30,388.39	\$22,987.70	\$59.13	\$26,674.86	\$392,379.51
NET OPERATING REVENUE	\$0.00	\$0.00	\$6,307.10	\$1,567.54	\$0.00	\$223,151.72	\$0.00	\$0.00	\$0.00	\$147.84	\$0.00	\$0.00	\$231,174.20
Other Expenditures													
81000 Depreciation													\$0.00
310002-81000 Depreciation - FDEP OWP02				1,567.54									\$1,567.54
310006-81000 Depreciation - NOAA IJJA RAE										147.84			\$147.84
Total 81000 Depreciation				1,567.54						147.84			\$1,715.38
Total Other Expenditures	\$0.00	\$0.00	\$0.00	\$1,567.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$147.84	\$0.00	\$0.00	\$1,715.38
NET OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$ -1,567.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -147.84	\$0.00	\$0.00	\$ -1,715.38
NET REVENUE	\$0.00	\$0.00	\$6,307.10	\$0.00	\$0.00	\$223,151.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229,458.82



Agenda Item 9.c.

Affirm 2025 Bank Signature Authority

Background: Per the Unanimous Written Consent to Resolutions, the Chairman and Vice Chairman are authorized to designate officers and agents to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any such account.

Recommendation: Recommend the Board affirm calendar year 2025 signature authority for the Chairman, Vice Chairman, and Executive Director for Pensacola and Perdido Bays Estuary Program's Hancock Whitney Bank accounts.

Financial Impact: N/A

Legal Review: N/A



Agenda Item 9.d.

Approval of Issuing a Purchase Order to idgroup, in the amount of \$14,500, for the PPBEP Strategic Plan.

Background: In October 2022, the Board adopted PPBEP's Comprehensive Conservation and Management Plan (CCMP), which sets specific and strategic goals, objectives, and actions for the restoration and management of our estuaries and watersheds. Since PPBEP transitioned in October 2023 into an independent agency, the Program has accelerated growth, adding staff and undertaking significantly larger projects and programs to implement the goals of the CCMP. To date, PPBEP and its partners have worked to secure over \$30 million to implement the goals of the CCMP.

Currently, PPBEP lacks a Strategic Plan to guide development and sustainability of the organization itself, including an assessment of personnel roles and responsibilities, and a framework for strategic growth. The Executive Director worked with idgroup to identify a scope and fee to provide support for the development of a Strategic Plan. With the approval of the Purchase Order, the Executive Director will work with idgroup to undertake a strategic planning process with a goal of the Executive Director presenting the Strategic Plan to the Board of Directors for approval in summer 2025.

Recommendation: Recommend the Board approve and authorize the Executive Director to execute a purchase order with idgroup, in the amount of \$14,500, to complete the PPBEP Strategic Plan.

Financial Impact: Approval of the Purchase Order with idgroup will encumber \$14,500 in the General Fund. Funding is available in the contractual services cost center of the FY24-25 operating budget.

Legal Review: N/A

Proposal Pensacola and Perdido Bays Estuary Program



Situation Analysis

Situation

The Pensacola and Perdido Bays Estuary Program is a coalition of local, state, and federal stakeholders from two states, three counties, and five municipalities. It has emerged as an independent organization under the governance of a Policy Board as the final decision-making body. It comprises representatives from the City of Orange Beach, the City of Pensacola, the City of Gulf Breeze, the City of Milton, the Town of Century, Escambia, Santa Rosa, and Okaloosa counties.

Opportunity

Over the past several years, the organization has navigated strategic changes that have poised PPBE for significant growth and impact. Considerable time and resources have been invested in the Comprehensive Conservation and Management Plan (CCMP) for the Pensacola and Perdido Bay Watersheds – A Prescription for Healthy Bays, which has set a path forward for delivering on the organization’s mission; however, the leadership has identified the need for the organization to pause and reflect on the strengths and adjustments to the organization structure and management to ensure it can maximize on its opportunities. Additionally, the leadership wants to engage employees in proactively setting priorities to implement the CCMP plan with measurable results.

Recommendations

Assignment 1: Organization Development

Organizational development (OD) improves a company’s capability by aligning strategy, structure, people, rewards, metrics, and management. Thus, OD drives organizational effectiveness, solves problems, and improves organizational performance.

The *idgroup* research team will engage the PPBEP leadership and, subsequently, employees in conducting a SOAR analysis of the organization to determine actions needed to build a culture of performance excellence.

Assignment 2: CCMP Work Plan

The *idgroup* research team will engage the leadership team and employees in developing a 12-month work plan tied to CCMP. This work plan will set priorities, measurable outcomes, and methods for systematically keeping your team on target.

Approach: SOAR

The *idgroup* research team will develop and facilitate SOAR-based dialogues. SOAR is an acronym for strengths, opportunities, aspirations, and results. As a strategic planning model it is a framework for guiding organization development strategy. SOAR is a strengths-based framework that uses positive framing and generative questions to create a transformation process. It's an alternative to the traditional SWOT analysis (strengths, weaknesses, opportunities, and threats).

How it works: SOAR helps organizations identify and leverage their strengths and opportunities, align their aspirations, and define measurable results. It's a collaborative process that involves shared conversations and a commitment to action by all stakeholders.

Benefits: SOAR is forward-thinking and action-oriented. It can help establish a mutually agreed-upon pathway to success and cultivate a culture of creativity and innovation.



Scope of Work & Budget

Phase I: Leadership Dialogue

The *idgroup* research team will engage the PPBEP leadership team in a SOAR-based dialogue that will engage the leadership team's reflections and recommendations to advance the organization to the next level of success through organizational development strategies. The leadership will identify areas of OD strategic focus.

Deliverables:

- › 2-hour discovery session with the Executive Director
- › 3-hour dialogue session (up to 4 people)
- › Leadership SOAR analysis and recommendations

Timeline: 30 days

- › Pre-dialogue Planning
- › Dialogue Design
- › Dialogue Facilitation
- › SOAR Analysis of Areas of Focus
- › Recommendations Report Presentation

Budget:

- › \$5,500

Phase II: Organization Development Dialogues

Building on the findings of the Leadership Dialogue, *idgroup* will facilitate a session to engage the combined PPBEP team in identifying strengths, opportunities, aspirations and desired results related to internal management. This session will engage the PPBE team in identifying actions and attitudes needed to build a high-performing organization. Topics include organization structure and internal processes that impact team performance, such as decision-making flow, communication channels, resource management, employee development and training and organization culture.

Deliverables:

- › 3.5-hour or 7-hour dialogue session (up to 16 people)
- › Combined SOAR analysis with recommended actions tied to areas of focus
- › Team Creed (organization values in action)

Timeline: 30 days

- › Pre-dialogue planning
- › Dialogue Design
- › Dialogue Facilitation
- › Analysis of Findings
- › Combined Findings and SOAR Strategy

Budget:

- › \$7,500 for 1/2 day dialogue
- › \$9,000 for full day dialogue

*The budget will be revised based on the final scope of work.

Phase III: 12-Month Priorities

Based on the findings in Phase II, the *idgroup* will engage the leadership team and employees in developing 12-month priorities, set deadlines and milestones and implement an organization learning program to monitor and revise with a focus on what is working, what needs attention and what wins can be celebrated.

Timeline: 12 months

- › Facilitated Planning Session

Budget:

- › \$5,000 - Facilitated Planning Session

Phase IV: Ongoing Organization Support

The *idgroup* research team will be available to support the leadership team in ongoing organization development and change efforts.

Recommended Services:

- › Three Facilitated Quarterly 2-hour Organization Learning Meetings
- › Fourth Quarter Facilitated Annual Review and Creation of Next Year Action Plans
- › Organization Development and Change Advisory Services

Budget:

- › \$3,000 - Three Facilitated Quarterly Organization Learning Meetings
- › \$5,000 - One Facilitated Annual Review
- › \$1,000 - Monthly Organization Development Meeting with Executive Director

About *idgroup*

idgroup is a Pensacola, Florida-based team of Whole System Branding strategists and storytellers. We work with leaders to transform their organizations from the inside-out into relevant, trusted, and respected brands that people love, trust, and choose by growing brand integrity.

As a certified B Corp, we support a new generation of leaders building next-generation organizations that prosper economically while embracing their duties to society and the environment.

Our Values

RECIPROCAL RESPONSIBILITY: We believe we have a responsibility to each other and to the world.

SOLUTIONS-FOCUSED: We believe collaborative problem solving, fueled by a resilient, confident spirit, can and will, overcome any challenge.

APPRECIATIVE WORLDVIEW: We believe progress is accelerated when we focus on our strengths to create possibilities for a better future.

EXCELLENCE: We believe in the pursuit of great work and customer experience and that any project worth taking is worth giving our absolute best.

CONTINUOUS LEARNING AND CURIOSITY: We believe the ongoing quest for “a better way” propels our value of excellence.

COLLABORATION: We believe performance is elevated through highly engaged, action-oriented teams open to diverse perspectives.



**Mona Amodeo, Ph.D**

Research Strategist

ROLE: Mona brings together her expertise in change management and branding to help clients break down silos and unleash positive potential through stakeholder engagement. She has worked with clients from local start-ups to international names like Stonyfield Farms and Interface®. Mona is the visionary behind *idgroup* and the Branding From the Core® research and strategy development approach. She is recognized as a skilled consultant, facilitator, teacher, speaker and writer who has helped clients and employees grow and achieve their goals for over 30 years. Her research and business philosophies are shared in her first book, *Beyond Sizzle: The Next Evolution of Branding*.

**Jim Sparks, MBA**

Research Strategist

Role: Jim is expert in analyzing various forms of qualitative and quantitative research. He also supports ongoing evaluation of strategies through Limelight Customer Experience (CX) research, online consumer sentiment analysis and community surveys.

**Christine Deckert**

Communications Strategist

ROLE: Chrisitne solves complex corporate and marketing challenges through impactful narratives that align purpose, business objectives and the power of human connection.

**Lindsey Braxton Shook**

Account Manager

ROLE: Lindsey serves as the main conduit with our clients, coordinating everything from meetings to timelines to scope of the work. Additionally, she works closely with our internal team to deliver projects on time and budget.



Martha Saunders

PH.D., PRESIDENT, UWF

"The idgroup team possesses a proven process to help ensure that the stories we share align with the strategic direction and vision of our organization."



Chandra Smiley

CEO, COMMUNITY HEALTH NORTHWEST FLORIDA

"The organization dialogue was one of my most favorite days in my tenure with the organization. A day of positivity. A day of hope. A day we realized our hopes and dreams were possible. As a new CEO, I couldn't have asked for a better experience."



Briant Daws

PRESIDENT, PEADEN

"idgroup has been an invaluable partner who helped us not only to improve as a company, but also to promote our brand both internally and externally. idgroup has not only helped us to identify who we are as an organization but also to extract the essence of what makes our organization unique."

idgroup



300 E INTENDENCIA ST
PENSACOLA, FL 32502

O 850-438-7823
F 850-438-7820

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Agenda Item 9.e.

Approval of a Letter of Appreciation Regarding National Estuary Program Designation

Background: On December 14, 2024, President Biden signed Senate Bill 50, the Pensacola and Perdido Bays Estuaries of National Significance Act, into law. On December 9, 2024, the U.S. House of Representatives passed the bill, directing the Administrator of the Environmental Protection Agency (EPA) to formally enroll PPBEP into the National Estuary Program and designate Pensacola and Perdido Bays as “Estuaries of National Significance.” The bill passed unanimously in the U.S. Senate in March.

Senator Rubio and Senator Scott initially introduced legislation in 2021 and reintroduced the bill in January 2023. Thanks to the leadership of Senator Rubio, Senator Scott, Congressman Dunn, and Congressman Bean, the bill passed without objection on a bipartisan basis in both chambers.

Recommendation: Recommend the Board approve transmitting a letter of appreciation to Senator Rubio, Senator Scott, Congressman Dunn, and Congressman Bean for their leadership in passing Senate Bill 50, the Pensacola and Perdido Bays Estuaries of National Significance Act.

Financial Impact: N/A

Legal Review: N/A



Agenda Item 9.f.

Approval of a Letter to Congress Regarding National Estuary Program Funding

Background: The U.S. Environmental Protection Agency (EPA) administers the National Estuary Program (NEP). Congress appropriates funding annually to EPA to administer the NEP and issue grants to each individual NEP to operate and implement their respective Comprehensive Conservation and Management Plan. Currently, each NEP receives \$850,000 which are based on FY24 enacted levels that have carried through FY25.

While Congress authorized PPBEP through Senate Bill 50, the EPA Administrator must formally enroll PPBEP to be eligible to receive annual funding from EPA. The earliest PPBEP will be eligible to receive direct funding is FY26 (October 1, 2025), if Congress passes a budget on time. Beyond ensuring Congress continues to appropriate funding to the NEP at current enacted levels, it is imperative Congress appropriates enhanced funding for PPBEP to be funded beginning in FY26.

Recommendation: Recommend the Board approve transmitting a letter to the Alabama and Florida Congressional Delegation urging them to preserve funding for the National Estuary Program, with the inclusion of funding for PPBEP, in the Fiscal Year 2026 budget.

Financial Impact: N/A

Legal Review: N/A



Agenda Item 9.g.

Approval of a Letter to the Florida Legislature Regarding PPBEP's Legislative Budget Request

Background: Since 2021, thanks to the support of the Northwest Florida Delegation, the Florida Legislature has invested \$2.7 million in the Estuary Program, supporting over 35 projects that directly implement the Program's 10-year Comprehensive Conservation and Management Plan (CCMP). Funding supports the Community Grant Program, Comprehensive Monitoring Program, and Pensacola Bay System Oyster Restoration Initiative. The Estuary Program has been able to leverage these resources 4:1, securing an additional \$12 million to implement these priority actions, including implementation of the Pensacola Bay System Oyster Restoration Initiative, a 10-year goal to restore 1,500 acres of oyster habitat to rebuild the oyster fishery.

It is critical PPBEP continues to receive a legislative appropriation to continue implementing key initiatives of the CCMP and in order to achieve the 1:1 required match for NEP funding.

Recommendation: Recommend the Board approve transmitting a letter to the Northwest Florida Legislative Delegation, and the House and Senate Appropriation Committee Chairs, urging them to support PPBEP's Legislative Budget Request.

Financial Impact: N/A

Legal Review: N/A



Agenda Item 9.h.

Approval of Repealing and Replacing a Subcontract Agreement PPBEP and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project

Background: At the July 24, 2024 Board Meeting, the Board approved a subaward agreement between PPBEP and Escambia County for the Compound Flood Model and Adaptation Plan Project. The Board previously approved DEP Grant Agreement 22PLN35 in which this scope is being performed under. Due to the organizational transition from Escambia County, DEP was unable to reassign the Grant Agreement to PPBEP. As such, the Board adopted the subaward agreement at the July Board Meeting. Due to changes in standard terms and conditions requested by DEP and Escambia County, staff is recommending the repeal of the previously adopted agreement and replacement with the enclosed which incorporates updated terms and conditions.

The Pensacola and Perdido Bays Estuary Program, working through the Escambia County Board of County Commissioners will conduct the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (Project). The Project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop a unified regional Adaptation Plan (AP). The Project will develop updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

Recommendation: Recommend the Board approve repealing and replacing, and authorizing the Executive Director to sign, a Subcontract Agreement between the Pensacola and Perdido Bays Estuary Program and Escambia County, FL, in the amount of \$668,755.99, for the Compound Flood Model and Adaptation Plan Project.

Financial Impact: This action will increase the revenue available in the Grant Account by \$668,755.99.

Legal Review: General Counsel has reviewed and approved the agreement.

2/20/2025 CAR-7

AGREEMENT RELATING TO THE COMPOUND RAIN AND TIDAL FLOODING PROJECT

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Place, Suite 420, Pensacola, Florida 32502, and Pensacola and Perdido Bays Estuary Program, Inc., a Florida not-for-profit corporation operating as an instrumentality of government authorized to conduct business in the State of Florida (hereinafter referred to as "PPBEP"), FEI/EIN 93-1499384, whose principal address is 226 South Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, the Florida Department of Environmental Protection awarded FDEP Grant Agreement Number 22PLN35 to the County for the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios Project (hereinafter referred to as the "Project"); and

WHEREAS, the County desires to enter into an Agreement with PPBEP for the completion of the Project as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and PPBEP agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Scope. PPBEP will perform the tasks outlined in the Project Workplan and Budget, attached hereto and incorporated herein as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.

This Project shall be funded, in whole or in part, by grant funding provided through the State of Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program. The Consultant shall complete the Project in accordance with the terms of the Standard Grant Agreement by and between the FDEP and County, Identification Number 22PLN35 (hereinafter referred to as the "Grant Agreement"). By executing this Agreement, PPBEP acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement. In addition to the foregoing, performance under this Agreement may be subject to the applicable provisions of 2 C.F.R. Part 200 entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

3. Compensation. In exchange for PPBEP's provision of the scope of services referenced above, the County will pay for services rendered an aggregate fee for Project tasks in accordance with the Project Budget provided in **Exhibit A**. The total fee for all such services to be performed by PPBEP, including costs, direct expenses, and any other charges, shall not exceed the lump sum amount of \$668,755.99, which is solely available from funding provided pursuant to DEP Grant Agreement Number 22PLN35.

4. Method of Payment/Billing. PPBEP may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Date: 2/24/2025 Verified By: [Signature]

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

5. Period of Performance. This Agreement shall commence upon the date last executed and expire on June 30, 2026, unless earlier terminated as provided herein. Unless otherwise agreed to by the parties, the Project shall be completed on or before June 30, 2026.

6. Reporting. PPBEP shall provide the County with a monthly report of all Project activities including a narrative summary and financial statement. PPBEP's reporting obligation will survive the termination/expiration of the Agreement and continue until all information relating to the performance of the Project has been reported to the County. PPBEP will also provide the County with any additional information as required to substantiate Project activities or expenditures.

7. Termination. The County retains the right to terminate this Agreement immediately for cause or for lack of funding at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to PPBEP. This Agreement may be terminated for cause by PPBEP upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, PPBEP shall be paid for services provided through the date of termination, but PPBEP shall not be entitled to any other recovery against County.

8. Liability. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents, within the limits prescribed by law. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. Independent Contractor Status. In the performance of this Agreement, PPBEP is an independent contractor. PPBEP shall not hold itself out as an employee, agent, or servant of the County; and PPBEP shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County. Notwithstanding the provisions herein, County acknowledges and agrees that this Agreement does not alter the County's relationship with, or obligations to, PPBEP arising from County's status as a party to the Interlocal Agreement under which PPBEP was formed.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: PPBEP, Inc.
Attention: Executive Director
226 South Palafox Place, 5th Floor
Pensacola, FL 32502

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Either party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. PPBEP acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. PPBEP shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. PPBEP shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, PPBEP agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event PPBEP fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period PPBEP still fails to allow access to such documents, terminate the contract.

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

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

13. Ownership of Documents. Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the PPBEP in connection with this Agreement are and shall remain the property of the County whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents.

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. PPBEP acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises,

agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. PPBEP agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. PPBEP shall at all times maintain appropriate licensing, certification, and registration while performing services pursuant to this Agreement.

16. E-Verify. In accordance with §448.095, Florida Statutes, PPBEP shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security (USDHS) to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If PPBEP enters into a contract with a subcontractor performing work or providing services on its behalf, PPBEP shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify Program can be obtained via the internet at USDHS website: <http://www.dhs.gov/E-Verify>.

17. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, PPBEP hereby certifies that it is not on the *Scrutinized Companies that Boycott Israel List* created pursuant to §215.4725, Florida Statutes, and is not engaged in a *boycott of Israel* as defined in §215.4725, Florida Statutes. Further, PPBEP acknowledges that if it is found to have submitted a false certification, has been placed on the *Scrutinized Companies that Boycott Israel List*, or has been engaged in a *boycott of Israel* then the County reserves the right to immediately terminate this Agreement.

18. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, PPBEP certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

19. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by PPBEP without the prior written consent of the County.

20. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

21. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

22. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

23. Interpretation. For the purpose of this Agreement, the singular includes the plural and the

plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

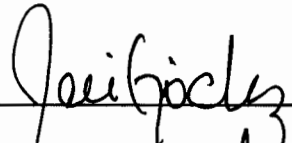
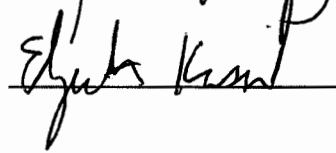
(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

24. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: 
Witness: 

By: 
Wesley J. Moreno, County Administrator

Date: 2-20-25

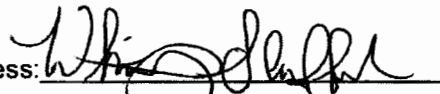
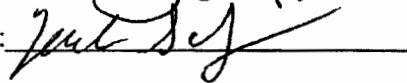
BCC Approved: 2/20/2025

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 12-06-2024

PPBEP: PENSACOLA AND PERDIDO
BAYS ESTUARY PROGRAM, INC.

Witness: 
Witness: 

By: 
Matthew J. Posner, Executive Director

EXHIBIT A

NOT ADA COMPLIANT

WORKPLAN AND BUDGET

PROJECT TITLE: Pensacola and Perdido Bay-area Comprehensive Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located within Escambia, Santa Rosa, and Okaloosa Counties, Florida.

PROJECT DESCRIPTION:

Pensacola and Perdido Bays Estuary Program will, on behalf of Escambia County, conduct the Pensacola and Perdido Bay-area Comprehensive Vulnerability Assessment and Adaptation Plan (Project). The Project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as well as develop a unified regional Adaptation Plan (AP). The Project will develop updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Project Meeting(s)

Description: The Grantee is permitted to facilitate project meetings as deemed necessary. Project meetings shall be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include but are not limited to the subtypes and descriptions below.

Kick-off Meeting

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

Steering Committee Meetings

The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and

end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

Public Outreach Meetings

The purpose of public outreach meetings is to inform and engage stakeholders in the project. These meetings will promote transparency, gather community input and local knowledge, and foster collaboration in addressing vulnerabilities identified in the assessment. It is recommended the Grantee conduct two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community.

The purpose of the second meeting is to allow the public to provide community-specific input on the results of the VA results. Additionally, during this meeting, the Grantee may conduct exercises to encourage the public to prioritize focus areas of flooding and the critical assets in preparation for the development of adaptation strategies and project development. If focus areas are elected, criteria should be established to guide the public's input for the selection of focus areas.

Public Presentation of the Final VA

The purpose of a public presentation of the final VA to local governing boards, technical committees, or other appropriate officers and elected officials is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation should also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities.

Deliverables:

- **2.1:** A final list of all meetings hosted or attended by the Grantee. The list must include the type of meeting (Kick-off, Steering Committee, Public Outreach, Public Presentation), location, date, and time of meeting(s).
- **2.2:** The Grantee will provide the following for each meeting identified through deliverable 2.1:
 - A copy of the presentation(s) and all materials created in the preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), including a meeting agenda;
 - A summary report or meeting minutes that include the meeting purpose, number of attendees, stakeholder recommendations and guidance, and documents decisions and agreed upon outcomes. Steering Committee meetings must also include information regarding the attendees including name, affiliation, position title, and contact information; and
 - A copy of the file or weblink of the video or audio recording from the meeting, if applicable.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S., and as accepted in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined

in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections: 2022 National Oceanic and Atmospheric Administration (NOAA) intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department in the Florida Adaptation Planning Guidebook (2024).
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
- Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of data necessary to complete analysis of required scenarios.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled, findings of the gap analysis, and actions taken to rectify the data gaps; and
- **3.2:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S.

Deliverables: The Grantee will provide the following:

- **8.1:** A draft VA report that provides details on the modeling process, type of models used, and resulting tables and maps illustrating flood depths as needed; and
- **8.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, as needed; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, as needed, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **6.2:** A final list of critical and regionally significant assets that are impacted by flooding;
- **6.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **6.4:** Signed Vulnerability Assessment Compliance Checklist Certification.

Task 7: Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP may include a list of prioritized projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation.

Deliverables: The Grantee will provide the final AP or Report.

Task 8: Project Administration

Description: The Grantee will perform project administration, to include project scope of work determination, planning and development of proposed project(s), contractor direction and oversight, meetings with planning professionals and stakeholders, as applicable, and overall project coordination and supervision.

Deliverables: The Grantee will provide the following:

- **8.1:** Project administration and management report(s) signed by the Grantee's Grant Manager. The report must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project administration activities; and

- Meeting minutes with contractors, planning professionals, and stakeholders, as applicable.

PAYMENT REQUEST SCHEDULE: The Grantee may submit invoices no more frequently than monthly. PPBEP may submit invoices on a cost incurred basis no more frequently than monthly.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	7/1/2021	Prior to Initiating Task 2
2	Project Meeting(s)	7/1/2021	3/31/2026
3	Acquire Background Data	7/1/2021	3/31/2026
4	Exposure Analysis	7/1/2021	3/31/2026
5	Sensitivity Analysis	7/1/2021	3/31/2026
6	Final Vulnerability Assessment Report, Maps, and Tables	7/1/2021	3/31/2026
7	Adaptation Plan	7/1/2021	3/31/2026
8	Project Administration	7/1/2021	3/31/2026

BUDGET DETAIL:

Task No.	Task Title	Budget Category	DEP Amount
1	Identify Vulnerability Assessment Data Standards	No Cost	\$0
2	Project Meetings	Personnel	\$32,998.05
		Subcontract	\$10,000
		Indirect Costs	\$3,009.86
Total for Task:			\$46,007.91
3	Acquire Background Data	Subcontract	\$25,000
		Indirect Costs	\$1,750
Total for Task:			\$26,750
4	Exposure Analysis	Subcontract	\$212,000
		Indirect Costs	\$14,840
Total for Task:			\$226,840
5	Sensitivity Analysis	Subcontract	\$212,000
		Indirect Costs	\$14,840
Total for Task:			\$226,840

6	Final Vulnerability Assessment Report, Maps, and Tables	Subcontract	\$16,000
		Personnel	\$5,877.90
		Indirect Costs	\$1,531.45
Total for Task:			\$23,409.35
7	Adaptation Plan	Subcontract	\$35,000
		Personnel	\$47,129.85
		Indirect Costs	\$5,749.09
Total for Task:			\$87,878.94
8	Project Management	Personnel	\$12,514.17
		Supplies	\$16,500
		Indirect Costs	\$2,015.61
Total for Task:			\$31,029.78
Project Total:			\$668,755.99



Agenda Item 9.i.

Approval of Repealing and Replacing a Services Agreement with Florida State University, in the amount of \$475,000, to complete the Compound Flood Modeling Project

Background: At the October 22, 2022 Board Meeting, the Board approved a subaward agreement between PPBEP and Florida State University (FSU) for the Compound Flood Model and Adaptation Plan Project. Due to changes in standard terms and conditions requested by DEP and Escambia County, through the primary grant award, staff is recommending the repeal of the previously adopted agreement and replacement with the enclosed which incorporates updated terms and conditions, scope structure, timeline, and budget detail.

The Pensacola and Perdido Bays Estuary Program, working through the Escambia County Board of County Commissioners will conduct the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (Project). The Project will include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.) as well as develop a unified regional Adaptation Plan (AP). The Project will develop updated precipitation frequency estimates and compound flooding scenarios for the Pensacola and Perdido watersheds to aid local governments in identifying priority resilience projects, policy initiatives, and community outreach opportunities necessary to enhance community resilience.

Please note staff is working with FSU to revise the Agreement Workplan, including task language, budget detail, and schedule. Currently, the previously adopted Workplan is in effect. Changes to the Workplan will not materially modify the scope of the Agreement.

Recommendation: Recommend the Board approve repealing and replacing, and authorize the Executive Director to sign, the Services Agreement with Florida State University, in the amount of \$475,000, to complete compound flood modeling associated with the FDEP Resilient Florida Planning Grant.

Financial Impact: This action will obligate \$475,000 in the grant cost center to FSU for the project.

Legal Review: General Counsel has reviewed and approved the agreement.



**Subrecipient Agreement
between Pensacola and Perdido Bays Estuary Program, Inc. and
Florida State University**

Subrecipient Agreement #: DEP24-01

Subaward Project Title: Compound Flood Model Project

Prime Grant Agreement #: DEP 22PLN35

Period of Performance: November 1, 2022 – June 30, 2025

Subaward Amount: \$475,000

This Subrecipient Agreement is made and entered by and between **Pensacola and Perdido Bays Estuary Program, Inc.** (herein after referred to as “PPBEP” or “the Estuary Program”) and **Florida State University**, for and on behalf of its Board of Trustees (herein after referred to as “University” or “Subrecipient”).

WHEREAS, PPBEP is the subcontractor to the Escambia County Board of County Commissioners to Florida Department of Environmental Protection (DEP) Grant Agreement No. 22PLN35 for the Compound Rain and Tidal Flooding in the Pensacola and Perdido Bay Area Under Future Climate Scenarios (herein after referred to as “the Project”); and

WHEREAS, PPBEP desires the University to perform certain services related to development of a Compound Flood Model and Vulnerability Assessment.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements, terms and conditions herein contained, PPBEP and the University agree as follows:

1. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Services:** Subrecipient agrees to perform services in accordance with the Project Workplan, Budget, and Schedule, attached hereto and incorporated as Exhibit A of this Agreement.
3. This Project shall be funded in whole or in part by grant funding provided through Florida DEP Agreement No. 22PLN35. The Subrecipient shall complete the Project in accordance with the terms and conditions of Florida DEP Agreement No. 22PLN35, attached hereto and incorporated as Exhibit B. By executing this Agreement, the Subrecipient acknowledges that it has received a copy of the Grant Agreement and shall comply with all applicable provisions of the Agreement.
4. **Notice to Proceed:** Subrecipient agrees to not commence work prior to issuance of a Notice to Proceed by PPBEP.
5. **Subaward Amount:** PPBEP agrees to make available \$475,000 for use by the University for work to be performed in accordance with Exhibit A.
6. **Period of Performance:** The period of performance for this cost-reimbursable subaward is from November 1, 2022 through June 30, 2025 unless amended by written mutual



agreement. All work under this agreement must be performed during this period. Expenditures after the period of performance are unallowable.

- 7. Alterations:** Any alterations in the scope of the work performed shall be submitted by the Subrecipient in writing to PPBEP and must be approved in advance in writing by PPBEP. The Subrecipient must obtain prior approval in writing from PPBEP if the cumulative amount of funding transfers among direct budget categories exceeds 10% of the total budget. The Subrecipient must notify PPBEP of cumulative funding transfers among direct budget categories that do not exceed 10% of the total budget for the agreement. Subrecipients must also notify PPBEP when transferring funds from direct budget categories to the indirect cost category or from the indirect cost category to the direct cost category. Prior approval by PPBEP is required if the transfer involves any of the items listed in 2 CFR 200.407 that PPBEP did not previously approve at time of award or in response to a previous post-award request by the Subrecipient.
- 8. Reporting Requirements:** The Subrecipient agrees to submit progress reports and the final report in accordance with the schedule identified in Exhibit B. Progress and final reports must adhere to reporting templates included in Exhibit C and indicate the progress that has been made during the reporting period. Subrecipient agrees to prepare and submit progress and final reports as described in Exhibit C. PPBEP reserves the right to withhold payments if the Subrecipient has not submitted the reports on schedule or if reports are unsatisfactory in meeting the requirements of this Agreement.
- 9. Outreach and Communications:** The Subrecipient will coordinate with PPBEP on outreach plans, events, products, and media coverage associated with the project. Subrecipient agrees to submit educational materials, publications, videos, or signage developed with subaward funding to PPBEP for technical review and final approval before commencing production. Subrecipient will submit materials to PPBEP for approval with at least two (2) weeks' notice before purchasing any items. Subrecipients will provide copies of final outreach products, website mentions, press materials, photos, etc. to PPBEP when available throughout the award period. Subrecipients will provide PPBEP with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by PPBEP.
- 10. Invoicing and Payment:** Project funds are payable on a reimbursable basis only. Subrecipient shall invoice PPBEP no more frequently than monthly. Invoices must include all reimbursable expenses incurred during the invoice period. If no reimbursable expenses were incurred during the invoice period, explain why no other reimbursable expenses were incurred.

In order to be reimbursed, invoices must be complete, containing all required information and adhering to the required format described below. Invoices that do not include required information may be returned to Subrecipient and payment delayed.

Invoices must include the following:



- The invoice must be on organization letterhead
- Reference the subaward number
- Provide an invoice number
- Provide mailing address for payment, and any cost codes or other notations that should be included on the check or information on signing up for direct deposit will be provided when available
- Include date of invoice and period covered
- Include a general description of the work performed and brief description of any significant accomplishments during the invoice period.
- Per CFR 200.415 - Invoices must be signed by an authorized representative of the organization and must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729– 3730 and 3801–3812)."
- Include a summary cost table, consistent with the approved project budget in Exhibit A.
- The cost table should describe:
 - Reimbursable expenses incurred during the invoice period by federal cost category;
 - Reimbursable expenses incurred to date during the project period by federal cost category;
 - Break down personnel costs by individual, including a brief description of the work performed by each. This may be done with a separate table or with notations. PPBEP will not reimburse "lump sum" or combined personnel costs.
 - Attach copies of all invoices over \$500.00 for which you are requesting reimbursement.
 - Provide brief description of any travel costs.

Submit invoices and supporting information through email to info@ppbep.org. Invoiced expenditures must agree with the approved project budget. Variances among approved direct cost categories that cumulatively exceed 10% of the total award must be approved by PPBEP in writing, in advance of the expenditure.

The final billing, clearly marked Final, shall be submitted no later than sixty (60) days after the end of the period of performance. The final invoice will be paid upon approval of the final report.

11. Data Sharing Policy: Subrecipient agrees to complete a Data Management Plan (Exhibit D) and provide all data collected as part of the Project to PPBEP in accordance with DEP's standard terms and conditions.

12. General Provisions:

1. Ownership of Documents.

Drawings, specifications, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Subrecipient in connection with this Agreement are and shall remain the property of PPBEP whether the Project for which they were made is completed or not. Such ownership also shall include any electronic files developed or created of such documents. When such documents are provided to other parties, the Subrecipient shall ensure return of PPBEP's property by collecting, if appropriate, a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Subrecipient.

2. Termination.

(a) This Agreement may be terminated by either party for cause, or by PPBEP for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Subrecipient shall be paid for services performed through the termination date, including all reimbursable expenses then due or incurred to the date of termination. Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(b) In no event shall a termination for convenience by PPBEP be deemed a default, and any such termination shall not subject PPBEP to any penalty or other claim for damages. If the Subrecipient abandons this Agreement Subrecipient shall indemnify PPBEP against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. Subject to Section 6.1 herein, all finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient shall become the property of PPBEP and shall be immediately delivered by the Subrecipient to the PPBEP.

(c) Vendor suspension or debarment proceedings brought by PPBEP shall be grounds for immediate termination of this Agreement.

3. Public Records. The Subrecipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. Subrecipient shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time and upon prior written notice. Subrecipient shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Subrecipient agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Subrecipient fails to abide by the provisions of Chapter 119, Florida Statutes, PPBEP may, without prejudice to any right or remedy and after giving the Subrecipient seven (7) days written notice, during which period the Subrecipient still fails to allow access to such documents, terminate the employment of the Subrecipient. In such case, the Subrecipient shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by PPBEP may be deducted from any payments left owing the Subrecipient.



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

**Executive Director
Pensacola and Perdido Bays Estuary Program
226 Palafox Place, 5th floor
Pensacola, Florida 32502
(850) 595-0820**

4. Conflict of Interest. Subrecipient agrees it shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement. Subrecipient further agrees it will neither take any action nor engage in any conduct that would cause any PPBEP employee or official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Subrecipient also agrees to comply with PPBEP's Ethics Policy prohibiting conflicts of interest among retained Subrecipients.

5. No Contingent Fees. The Subrecipient warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subrecipient, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Subrecipient, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, PPBEP shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6. Truth-in-Negotiation. The signing of this Agreement by the Subrecipient shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which PPBEP determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7. Gratuities. Neither the Subrecipient nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of PPBEP gifts, entertainment, payments, loans, or other gratuities. The Subrecipient acknowledges knowledge of the State of Florida's ethics statutes, and to the extent applicable to the Subrecipient, the Subrecipient agrees to abide with such statutes.

8. Independent Contractor Status. In the performance of this Agreement hereunder, Subrecipient is an independent contractor. Subrecipient shall not hold itself out as an employee, agent or servant of PPBEP; and Subrecipient shall not have the power or authority to bind PPBEP in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of PPBEP.



9. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Subrecipient, without the prior written consent of the Estuary Program. The Agreement shall, however, run with the Estuary Program and its successors.

10. Indemnification. The Subrecipient agrees to hold harmless and indemnify PPBEP and its officers and employees from any and all third party claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, to the extent caused by Subrecipient's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Subrecipient or by anyone for whom the Subrecipient is legally liable. The parties understand and agree that such indemnification by the Subrecipient relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Subrecipient'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.

11. Insurance. The Subrecipient is required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 minimum per occurrence/\$2,000,000 annual aggregate limit;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Florida statutory workers' compensation and employer's liability with employer's liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee/\$1,000,000 policy limit for disease;
- (d) Professional Liability with \$1,000,000 per claim/\$2,000,000 annual aggregate. Said coverage shall be continuously maintained and in effect for a period of not less than five (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced. If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five-year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

It is understood and agreed by the parties that in the event the Subrecipient consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size



of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be emailed to info@ppbep.org.

The Pensacola and Perdido Bays Estuary Program shall be included as "additional insureds" on all liability policies (except Workers' Compensation and Professional Liability). Certificates of Insurance shall be provided to PPBEP prior to commencement of work hereunder. Certificates shall reflect the additional insured status of the Estuary Program. The Estuary Program shall also be the certificate holders.

12. Compliance with Laws. Subrecipient agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment and safety.

13. Employment Eligibility Verification. In accordance with §448.095, Florida Statutes, Subrecipient shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Subrecipient enters into a contract with a subcontractor performing work or providing services on its behalf, Subrecipient shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply with these requirements shall be cause for immediate termination of the Agreement. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

14. Prohibition against Contracting with Scrutinized Companies. In accordance with §287.135, Florida Statutes, by executing this Agreement, Contractor hereby certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel List created pursuant to §215.4725, Florida Statutes, and is not engaged in a boycott of Israel as defined in §215.4725, Florida Statutes. Further, Contractor acknowledges that if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies that Boycott Israel List; or has been engaged in a boycott of Israel then PPBEP reserves the right to immediately terminate this Agreement.

15. Foreign Gifts/Contracts. In accordance with §286.101, Florida Statutes, by executing this Agreement, Contractor certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in §286.101(1)(b), Florida Statutes, if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in effect during the previous five (5) years. Reporting information can be obtained via the internet at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>.

16. Notice. Any notice or payment under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. A courtesy copy should also be emailed to info@ppbep.org. Unless otherwise notified in writing of a new address, notice or payment shall be made as follows:



To: Florida State University
Attention: Vice President of Research
3012 Westcott North
Tallahassee, FL 32306

To: Pensacola and Perdido Bays Estuary Program
Attention: Executive Director
226 Palafox Place, 5th floor
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Subrecipient acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

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

20. Interpretation. For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Subrecipient discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Subrecipient shall immediately notify PPBEP and request clarification of PPBEP's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

22. Survival. All provisions that, by their inherent character, sense, and context, are intended to



survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

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

24. No Waiver. The failure of the Subrecipient or PPBEP to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

25. Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties hereto.

26. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

2. Annual Appropriation. Pursuant to the requirements of Florida law, the Estuary Program's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Board of Directors.

28. Contract Documents. The Contract Documents include this Agreement and any Amendments and Exhibits A-D as referenced herein. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

29. Force Majeure. Any delays in or failure of performance by Subrecipient shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Subrecipient. In the event that any event of force majeure as herein defined occurs, Subrecipient shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

CONTACTS:

For PPBEP:

Matthew J. Posner
Executive Director
Pensacola & Perdido Bays Estuary Program
850.595.0820
mjposner@ppbep.org

For Florida State University:

Ebrahim Ahmadisharaf, Ph.D.
Research Assistant Professor
Florida State University
850.410.6281
eahmadisharaf@eng.famu.fsu.edu



**Pensacola and Perdido Bays
Estuary Program, Inc.**

Florida State University

By:_____

By:_____

Matthew J. Posner, Executive Director

Stacey Patterson, Vice President for Research

Date

Date

Exhibit A: Project Workplan, Budget, and Schedule

Exhibit B: Prime Award Grant Agreement

Exhibit C: Quarterly Progress and Final Report Templates

Exhibit D: Data Management Plan

DRAFT



Agenda Item 9.j.

Authorization of the Executive Director to Negotiate a Contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services

Background: At the September 24, 2024 Board Meeting, the Board approved Florida Department of Environmental Protection (DEP) Grant Agreement No. RES13, in the amount of \$2.2 million for the Carpenter Creek Restoration Design and Permitting Services.

The Carpenter Creek Restoration Project will fund the planning, design, and permitting of an approximately 2.5-mile-long stream restoration project proposed for Carpenter Creek. Environmental benefits from a future Implementation Project include an estimated reduction of 2,000 tons of sediment and 2,500 pounds of nitrogen removed from the Creek annually. Additionally, the Implementation Project would restore approximately 20 acres of wetlands and approximately 2.5 miles of stream while also reducing flood staging by approximately 1 (one) foot. The primary RESTORE Council goal addressed by this Project is to restore, enhance, and protect habitats. Project tasks include project management, procurement of contractor, data collection, engineering and design plans (100%), permitting, and community engagement. Permits anticipated to be required include a US Army Corps of Engineers 404 Permit and a Florida DEP Environmental Resource Permit.

PPBEP issued solicitation #P2425-01 Carpenter Creek Restoration Design and Permitting Services Request for Qualifications (RFQ) on October 30, 2024 and closed on December 10, 2024. The solicitation was properly noticed on PPBEP's website, newsletter, social media, and several distribution lists. Five firms responded.

The Selection/Review Committee shortlisted five firms on January 9, 2025. Interviews and final ranking were held with the shortlisted firms on January 30, 2025. The rank order adopted by the Committee ranked the firms in the following order: #1 Moffatt & Nichol and #2 WSP.

The Committee is comprised of Matt Posner, Whitney Scheffel, Haley Gancel, Tim Day (Escambia County), and Brad Hinote (City of Pensacola). Staff is requesting Board approval to negotiate a contract with Moffatt & Nichol, Inc. as the number one ranked firm. The final contract will be brought before the Board at the May 2025 Board Meeting.

Recommendation: Recommend the Board authorize the Executive Director to negotiate a contract with Moffatt & Nichol, Inc. for P2425-01 Carpenter Creek Restoration Design and Permitting Services, and authorize the Executive Director to execute the contract, subject to legal review and approval, and ratification at the May 2025 Board Meeting.

Financial Impact: Funding is available in the Grant Account and is funded through Florida DEP Grant Agreement No. RES13.

Legal Review: Moffatt & Nichol is currently reviewing PPBEP's standard contract, approved by PPBEP's General Counsel. Counsel will review and approve the final contract prior to execution.



Pensacola and Perdido Bays Estuary Program, Inc.

Request for Qualifications

#P2425-01

Carpenter Creek Restoration

Design and Permitting Services

Release Date: October 30, 2024

Response Deadline: 11:59 pm December 10, 2024

PLEASE NOTE: The negotiated contract will be between the selected firm and Pensacola and Perdido Bays Estuary Program, Inc., subject to the approval of the PPBEP Board of Directors.

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the PPBEP may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. PPBEP will abide by the statutory provision and not seek or consider those interests.

Overview

The Pensacola and Perdido Bays Estuary Program's (herein after referred to as "PPBEP" or "the Estuary Program") mission is to restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our bays, estuaries, and watersheds.

PPBEP is seeking to retain the services of a qualified vendor to provide design, engineering, modeling, and permitting services, in addition to community engagement and land acquisition coordination and support, for the Carpenter Creek Restoration Project. For more information, please see Exhibit A – Scope of Services.

The PPBEP will competitively select a vendor in accordance with Florida Statutes 287.055. Final award will be contingent upon approval of the PPBEP Board of Directors. The PPBEP reserves the right to reject any and all responses, and to withdraw this Request for Qualifications before or after responses are received.

Funding Sources

Up to \$1.8 million is available to complete planning, design, engineering, modeling, permitting, community engagement, and land acquisition support associated with the Carpenter Creek Restoration Project. Funding is made available through Florida Department of Environmental Protection Grant Agreement No. RES13. The Grant Agreement is available on the PPBEP website at <https://www.ppbep.org/resources/procurement>. All applicable federal and state terms and conditions will carry forward in the contract between the PPBEP and the selected vendor.

Contact Information

Matt Posner
Executive Director
Pensacola and Perdido Bays Estuary Program
mjposner@ppbep.org
850.595.0820

Timeline

Please note the timeline is subject to change at PPBEP's discretion.

RFQ Release Date	October 30, 2024
Questions Due	11:59 pm CT November 15, 2024
RFQ Response Deadline	11:59 pm CT December 10, 2024
Evaluation Committee Shortlist Meeting	January 9, 2025
Vendor Interviews and Decision/Ranking Meeting	January 28-30, 2025
1 st Contract Negotiation Meeting	February 11-13, 2025
2 nd Contract Negotiation Meeting	February 25-27, 2025
3 rd Contract Negotiation Meeting (if needed)	March 11-13, 2025
Board of Directors Meeting Approval	March 26, 2025

Questions

Questions should be submitted by email to info@ppbep.org no later than 11:59 pm central time on November 15, 2024. Please include "RFQ #P2425-01 Question" in the subject line. All questions will be collated, presented anonymously, and answered in a document posted on the PPBEP website by November 21, 2024.

Submittal Requirements

All responses must be received no later than 11:59 pm central time December 10, 2024. Responses shall be submitted via email to info@ppbep.org. Please include "RFQ #P2425-01 Carpenter Creek Restoration Project Response" in the subject line.

Responses, including all supplemental material, shall not exceed forty (40) pages. At a minimum, an 11-pt typeface, 1" margins, and 1.0-line spacing shall be used throughout the body of the text. Response shall be submitted as a single PDF file.

The response shall include the following sections:

1. Cover/Transmittal Letter
 - a. Include the RFQ title, the company name, company UEID, address, and primary point of contact, including name, telephone number, and primary email contact.
 - b. State the names and titles of persons who will be authorized to make representations for the Respondent and the name of the person who will be authorized to bind the Respondent.
 - c. Summarize the Respondent's understanding of the services requested under this announcement, and why the Respondent is the best suited to carry out the scope of this project.
 - d. Describe quality control procedures and state whether the Respondent has been involved in a government contract that ended in termination or litigation.
 - e. State whether the Respondent has or anticipates a conflict of interest if the project is awarded.
2. Qualifications and Experience
 - a. Include a chart of the Project Team.
 - b. Identify project team members, their proposed roles on this project, their proposed time associated with this project, and their previous experience, education, and certifications.
 - c. Describe firm and project team's experience designing, permitting, and implementing similar type and scale habitat restoration projects.
3. Project Approach
 - a. Provide a detailed scope of work that describes the approach that will be used to accomplish the tasks in the RFQ.
 - b. Provide a schedule of initiation and completion of each proposed task and subtask, project milestones, and deliverables.
4. References
 - a. Provide names and contact information of client references for three (3) completed or ongoing relevant projects. Provide a summary description of work conducted, key objectives, and outcomes for the three projects submitted.

5. Certificate to do Business
 - a. Respondent shall provide their Certificate to do Business/Certificate of Status in the State of Florida. Respondents must be in good standing in the State of Florida and not be suspended nor debarred from Federal contracting or receiving Federal funds. Any respondent listed on the Excluded Party List System will be eliminated from further consideration.
6. Minority and Women Owned Enterprises
 - a. PPBEP encourages minority and women owned business enterprises to respond to all applicable procurement opportunities in accordance with 2CFR 200.321 and Florida Statutes 287.09451. If the project team includes a minority and/or women owned business enterprise, please include the certification in the response package.

Evaluation Criteria

The following evaluation criteria will be used to assess proposal responsiveness.

No.	Evaluation Criteria	Scoring Method
1.	Qualifications and Experience of the Respondent The Respondent shall demonstrate ability and experience with similar type and size projects. The Respondent should submit qualifications of the prime and subcontractors, including qualifications and experience of individual team members. <ol style="list-style-type: none"> 1. Does the firm demonstrate the project team has the technical knowledge to implement the project? (15 points) 2. Does the firm demonstrate individual team members of successfully implemented similar scale and type projects? (10 points) 3. Does the firm demonstrate teaming members have worked together on previous projects? (5 points) (Limit response to a maximum of twelve (12) pages)	0-30 Points
2.	Project Approach Provide an organized and clear proposal describing the respondent's project approach and workflow to complete the scope of services, address PPBEP's needs, local conditions, and plan for goals and objectives. Please specifically identify what makes the firm uniquely qualified to carry out the proposed scope of services. <ol style="list-style-type: none"> 1. Does the firm demonstrate a clear understanding of the issues, impairments, and site characteristics? (10 points) 2. Does the firm demonstrate how water quality, habitat connectivity, community resilience, and public access objectives will be achieved? (10 points) 3. Does the firm utilize a watershed-based approach to restoration, integrating instream and out-of-stream improvements? (10 points) 4. Does the firm demonstrate a clear process for developing and evaluating design scenarios/alternatives, specifically identifying critical paths in the design process to identify land ownership and site access requirements? (10 points) 5. Does the firm demonstrate a clear understanding of permitting requirements and process to obtain permits within the project timeline? (10 points) 6. Does the firm demonstrate innovative approaches to supporting community engagement? (10 points) (Limit response to a maximum of twelve (12) pages)	0-60 Points
3.	Previous Client References	0-10

	Provide three current and/or previous client references. 1. Do the client references demonstrate project objectives were achieved in both design and construction? (5 points) 2. Do the client references demonstrate the client was satisfied with the firm's performance? (5 points)	Points
	Maximum Possible Score	100 Points

Evaluation Process

An Evaluation Committee shall meet for the purpose of discussing, scoring, and ranking proposals. All meetings of the Evaluation Committee are subject to, and must comply with, Florida's Sunshine Law. Members of the Evaluation Committee will have demonstrated that they have no existing or anticipated conflict of interest in the project which they are evaluating.

Prior to the Evaluation Committee review meeting, PPBEP staff will contact references listed in proposals for information concerning performance history. To ensure that respondents are not suspended or debarred from Federal contracting or receiving Federal funds, PPBEP staff will check the Excluded Party List System (<https://www.sam.gov/portal/public/SAM>). Any respondent listed on the Excluded Party List System will be eliminated from further consideration. This information will be provided at the Evaluation Committee meeting.

The Evaluation Committee will review and evaluate all proposals based on the evaluation criteria and will shortlist a minimum of three Respondents. If three or less responses are received, interviews will be scheduled with all submitting firms so long as the submittal requirements have been met. Shortlisted firms will be invited for an interview with the Evaluation Committee.

Shortlisted firms will be evaluated on responses to questions prepared by the Evaluation Committee. Questions and point values will be shared with shortlisted firms when contacted with the interview schedule. Shortlisted firms will be required to present to the Evaluation Committee in person. Shortlisted firms will have 45 minutes to present responses to the Evaluation Committee followed by 30 minutes of questions and answers between the Evaluation Committee and the firm. Following interviews with all shortlisted firms, the Committee will rank firms according to the firm's response and presentation and vote to enter contract negotiations with the top ranked firm.

Following successful contract negotiations, the final contract, scope, fee, and budget will be recommended to the PPBEP Board of Directors for approval.

EXHIBIT A
STATEMENT OF WORK
CARPENTER CREEK RESTORATION
DESIGN AND PERMITTING SERVICES

Program Overview

The Pensacola and Perdido Bays Estuary Program's (herein after referred to as "PPBEP" or "the Estuary Program") mission is to restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our bays, estuaries, and watersheds.

The Estuary Program serves as a trusted source for residents, businesses, industry, and the community on issues relating to preserving, restoring, improving, and maintaining the natural habitat and ecosystem of the bays, estuaries, and watersheds of Pensacola and Perdido Bays. PPBEP strives to achieve a healthy and collaborative environment by:

1. Elevating and increasing the importance, awareness, and understanding of environmental quality.
2. Employing rigorous, unbiased, and scientifically sound science to inform and guide decisions, policies, and initiatives.
3. Funding programs and projects that protect the environment and increase ecological resilience.
4. Building a network of inclusive, multi-stakeholder partnerships that takes into account factors affecting the environment, the economy, and the community-at-large for the benefit of improving the quality of life for all.

PPBEP is guided by a Comprehensive Conservation and Management Plan (CCMP), a ten-year roadmap for the restoration and protection of the Pensacola and Perdido Bay watersheds. The CCMP can be viewed at <https://www.ppbep.org/the-plan/ccmp>.

Project Background

The Carpenter Creek Restoration Project will fund the planning, design, and permitting of an approximately 2.5-mile-long stream restoration project proposed for Carpenter Creek. Environmental benefits include an estimated reduction of 2,000 tons of sediment and 2,500 pounds of nitrogen removed from the Creek annually. Additionally, the project would restore approximately 20 acres of wetlands and approximately 2.5 miles of stream while also reducing flood staging by approximately 1 (one) foot.

Sedimentation to Carpenter Creek, the sole tributary to Bayou Texar, dates back to at least the early 1900s when much of the surrounding watershed was logged for the prized longleaf pine, leaving much of the landscape exposed and vulnerable to erosion. Water quality declines became more pronounced in the 1950s and 1960s due to urbanization. This change in land use, from primarily timber and agriculture to residential and commercial, led to a proliferation of water quality impairments, hydromodification, erosion, and sedimentation to the Creek and Bayou. In 2012, the Florida Department of Environmental Protection (FDEP) adopted a fecal coliform Total Maximum Daily Load (TMDL) for Carpenter Creek and

Bayou Texar. FDEP has further identified Carpenter Creek as not attaining state nutrient standards for total nitrogen.

In 2019, Escambia County engaged a consulting firm to develop a Watershed Management Plan (WMP) for Carpenter Creek and Bayou Texar using RESTORE Direct Component (Pot 1) funds. Findings included in the WMP indicate Carpenter Creek is suffering from urban stream syndrome, resulting in sediment loading to the Creek that is on the order of forty (40) times greater than average. The WMP states in part "directly connected impervious surfaces throughout the watershed create a flashy hydrograph and have led to bank erosion and subsequent downstream sedimentation and water quality impairments".

The WMP proposed 15 project recommendations to achieve water quality improvement, habitat restoration, community resilience, and public access improvement throughout the Creek and Bayou. Those recommendations were presented to the public in May 2022 for review to prioritize the top three catalytic projects to proceed to design. Overwhelmingly, the community selected the restoration of Carpenter Creek as the top priority.

The project is located within the City of Pensacola and is bounded upstream by Interstate-110 and downstream by 12th Avenue. The approximate project timeline is estimated at 24 months. The project can be phased, if needed. Project partners include the residents and businesses along Carpenter Creek, the City of Pensacola, Escambia County, Jennie's Legacy, and other community-based organizations. PPBEP will engage its Management Conference and stakeholders throughout the process to ensure the project is designed, and eventually constructed, based on the best available science and community support.

In December 2021, the Cultural Landscape Foundation featured Carpenter Creek as one of thirteen priority landscapes in its Landslide 2021: Race and Space Report. During segregation, Carpenter Creek was a rare example of black and white residents coming together to recreate in the Creek and perform religious rituals, such as baptisms. One popular swimming hole, owned by the Dawson family, became known as Aunt Jenny's Swimming Hole (named after the family's matriarch) was central to life along the Creek. New Hope Baptist Church, which recently celebrated their 100th anniversary, performed baptisms at Aunt Jenny's Hole for decades. Angela Kyle, the great granddaughter of Aunt Jenny, established Jennie's Legacy to advocate for the restoration of the Creek, incorporation of public access, and recognition of the history of this sacred site.

Cultural Landscape Foundation:

<https://www.tclf.org/sites/default/files/microsites/landslide2021/locations/carpenter.html>

Project Objectives

The project objectives referenced below are preliminary and intended to help firms orient their project approach. PPBEP intends to work with the selected firm to further refine and specify project objectives and metrics following project kickoff.

Water Quality Improvement: The project will result in a reduction in sediment loading and will improve water quality to aide in supporting compliance with the Carpenter Creek Bacteria Pollution Control Plan and Total Maximum Daily Load.

Habitat Connectivity: The project will result in improvements in riparian and wetland habitat connectivity and function, and support fish passage and submerged aquatic vegetation habitat.

Community Resilience: The project will result in flood mitigation by reducing the flood stage in Carpenter Creek.

Public Access: The project will enhance public access to Carpenter Creek and recognize the cultural significance of the Creek to the community.

Watershed Approach

PPBEP engages a watershed-based approach in all programs and projects. PPBEP expects the selected firm will engage a watershed-based approach in the Carpenter Creek Restoration, recognizing the long-term sustainability of the project will require improvements and modifications in and outside of the Creek. Additionally, multiple entities have ongoing or planned projects that will impact the approach and success of this project. Currently, this includes upstream improvements planned by Escambia County. It is expected the selected firm will work with PPBEP, the City, and the County and their consultants to ensure a coordinated effort is undertaken.

Resources

Associated backup documents including the Project Location Map, ECUA Sewer Map, and Grant Agreement are available on PPBEP's website at <https://www.ppbep.org/resources/procurement>

Comprehensive Conservation and Management Plan: <https://www.ppbep.org/the-plan/ccmp>

Carpenter Creek and Bayou Texar Watershed Management Plan: <https://myescambia.com/open-government/projects/project-details/carpenter-creek-bayou-texar-watershed-management-plan>

Carpenter Creek Bacteria Pollution Control Plan: <https://myescambia.com/our-services/natural-resources-management/water-quality-land-management/npdes-permit-compliance/carpenter-creek-bpcp>

Carpenter Creek and Bayou Texar Total Maximum Daily Load: https://publicfiles.dep.state.fl.us/DEAR/DEARweb/TMDL/Final_TMDL/gp4/escambia-texar-carpenter-fecaltmdl_10F_676_738.pdf

Scope of Services

PPBEP is seeking to retain the services of a firm or local entity to provide the following services: planning, design, engineering, modeling, permitting, community engagement, and land acquisition support associated with the Carpenter Creek Restoration Project. Final award will be contingent upon approval of the PPBEP Board of Directors. The PPBEP reserves the right to reject any and all proposals and to withdraw this Request for Proposals before or after proposals are received.

Timeline: PPBEP intends to enter into a contract with a single successful respondent on or before April 1, 2025. The project shall be completed within 24 months of contract execution.

Budget: Approximately \$1.8 million has been budgeted to carry out the project scope of services.

The selected firm will complete the following services.

1. Design Services

The selected firm will produce 100% design plans for the Project. The selected firm will be required to establish a design standard to benchmark success of implementing the restoration objectives. The selected firm will be responsible for producing a Basis of Design Report, which should include but not be limited to description of how the design standard was established, establish restoration metrics, an evaluation of design alternatives, explanation of restoration techniques, a phasing plan, modeling results, and an analysis of existing conditions. The selected firm is expected to produce a minimum of three design alternatives. The Basis of Design Report should address any constructability risks and identify mitigation measures.

The selected firm will produce 30%, 60%, 90%, and 100% design documents. Design documents should be compiled into one master design file; however, the design documents should be able to be broken out by project phase.

The selected firm should view the Initiative as a partnership. Throughout the project, the selected firm will work in conjunction with the Project Team to select sites, restoration techniques, preferred alternatives, phasing, community engagement, and permitting services. It is anticipated that monthly standing meetings will be held with the Project Team, with quarterly meetings being held with PPBEP's Technical Committee.

In addition to routine utility coordination, the selected firm will be tasked with coordinating with the Emerald Coast Utilities Authority and the Florida Department of Transportation (FDOT). The firm should evaluate alternatives to rehab or relocate the utility's sanitary sewer gravity main running within the riparian zone of Carpenter Creek. The firm should also review FDOT's planned bridge replacement and maintenance plan to evaluate opportunities to align infrastructure improvements with restoration objectives.

Anticipated deliverables include, but are not limited to:

- Basis of Design Report
 - Establishment of a Design Standard
 - Restoration Metrics
 - Design Alternatives
 - Explanation and Justification of Proposed Restoration Techniques
 - Phasing Plan
 - Modeling Results
 - Analysis of Existing Data
- Conceptual Design
- Design Plans
 - 30%, 60%, 90%, and 100% Plans
 - Cost Estimates at 30%, 60%, 90%, and 100% Plans
 - Technical Specifications at 60%, 90%, and 100% Plans
 - Planting Plan

2. Data Collection and Modeling

In tandem with design services, the selected firm will be responsible for completing required data collection and modeling. The selected firm will be tasked with compiling existing data to include but not limited to stormwater outfalls, overhead and underground utilities, ownership records, and other physical constraints. Should data not be available, the selected firm will develop a Data Collection Plan for any additional data that may be necessary to inform project design. This could include but not limited to location of inlet structures and utilities, Stream Condition Index, stream flow, and water quality data. The surveyor shall be responsible for establishing private lines and limits.

Anticipated deliverables include, but are not limited to:

- Topographic Survey
- Boundary Line Survey
- Geotechnical Survey
- Hydrodynamic Model and Report
- Sediment Transport Model and Report
- Bathymetric Survey (if required)
- Cultural Resource Survey (if required)
- Submerged Aquatic Vegetation (SAV) Survey (if required)
- Wetland Delineation (if required)

3. Permitting Services

The selected firm will be responsible for completing permitting services. It is anticipated that a regulatory working group will be established for the Initiative to streamline permit review and minimize requests for additional information from the permitting agency. The selected firm will be expected to engage in these working group meetings. Agencies anticipated to be engaged include Florida Department of Environmental Protection, Florida Department of State Division of Historical Resources, Federal Emergency Management Agency (FEMA), US Army Corps of Engineers, National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) and Protected Resources, and the US Fish and Wildlife Service (USFWS). The selected firm will be responsible for working with PPBEP to coordinate agency pre-application meetings, coordination meetings, and responding to requests for additional information (RAIs).

Anticipated deliverables include, but are not limited to:

- Desktop Historical Resource Assessment and Coordination with the Florida Department of State Division of Historical Resources
- FEMA Conditional Letter of Map Revision (CLOMR) Coordination and Submittal
- Permit Applications
 - Florida Environmental Resource Permit
 - US Army Corps of Engineers – Individual Permit
 - NOAA NMFS/Protected Resources/US FWS Consultation
- Permits
 - Florida Environmental Resource Permit

- US Army Corps of Engineers Individual Permit

4. Community Engagement Support

While PPBEP will lead community engagement, the selected firm will provide community engagement support, including preparation of materials, attending and presenting at meetings and workshops, and producing content for distribution. The selected firm will develop a Community Engagement Plan for review and approval by PPBEP.

5. Site Access and Land Acquisition Plan, and Property Owner Coordination

The selected firm should produce a site access and Land Acquisition Plan. The Plan should identify the relevant parcels within the project footprint area necessary to construct the proposed design. The Plan should specify parcels that are required only for construction access and for those that would be required for restoration (either fee-simple or through an easement).

The selected firm should be responsible for property owner coordination, establishing access agreements, and completing necessary due diligence for acquisition (fee-simple or easements), including but not limited to appraisals and surveys.

The selected firm should identify in the Site Access and Land Acquisition Plan and Basis of Design Report alternatives if property owners refuse to sell or agree to an easement or site access. Appraisals should adhere to federal Yellow Book standards. All land acquisition components will be reviewed concurrently between PPBEP and the City.

6. Maintenance Plan

The selected firm will work with the Project Team to develop a Maintenance Plan to be implemented post-construction.

7. Monitoring Plan

The selected firm will assist PPBEP, as needed, with developing a Project Monitoring Plan and Quality Assurance Project Plan (QAPP) in accordance with the terms of Florida DEP Grant Agreement.

8. Bid Package

The selected firm will be responsible for producing the bid package with the option to engage additional bid support services.

9. Project Coordination

The selected firm will be responsible for engaging the Project Team through design and permitting, including participating in monthly meetings, reviewing deliverables with the Project Team, and participating in Board, Committee, and workshop meetings as needed.

In addition to routine utility coordination, the selected firm will be tasked with specifically coordinating with the Emerald Coast Utilities Authority and the Florida Department of Transportation (FDOT).

10. Construction Oversight (optional)

The selected firm will be responsible for construction oversight and producing as-built drawings and certification.



January 10, 2025

RFQ #P2425-01

NOTICE OF SHORTLIST

Description: RFQ #P2425-01 Carpenter Creek Restoration Design and Permitting Services

Date Held: January 9, 2025 1:30 pm Central Time

Results: The Carpenter Creek Restoration RFQ Review Committee shortlisted the following firms based on rank order:

#1 WSP USA Inc. (WSP)

#2 Moffatt & Nichol, Inc.

#3 Baskerville-Donovan, Inc.

Contact: Zach Schang, Project Coordinator

850.595.0796

info@ppbep.org

Noticed via email on 1/10/25

Raw Scores		
	Moffat & Nichol, Inc.	WSP, Inc.
Matt Posner	91	88
Whitney Scheffel	89	81
Haley Gancel	84	83
Brad Hinote	92	84
Tim Day	90	88
Total	446	424

Rankings		
	Moffat & Nichol, Inc.	WSP, Inc.
Matt Posner	1	2
Whitney Scheffel	1	2
Haley Gancel	1	2
Brad Hinote	1	2
Tim Day	1	2
Total	5	10
Avg	1	2
Final Ranking	1	2



moffatt & nichol

STATEMENT OF QUALIFICATIONS

Prepared for the Pensacola and Perdido Bays Estuary Program, Inc.
December 2024

RFQ #P2425-01

CARPENTER CREEK RESTORATION DESIGN AND PERMITTING SERVICES



REQUEST FOR QUALIFICATIONS #P2425-01

CARPENTER CREEK RESTORATION DESIGN AND PERMITTING SERVICES

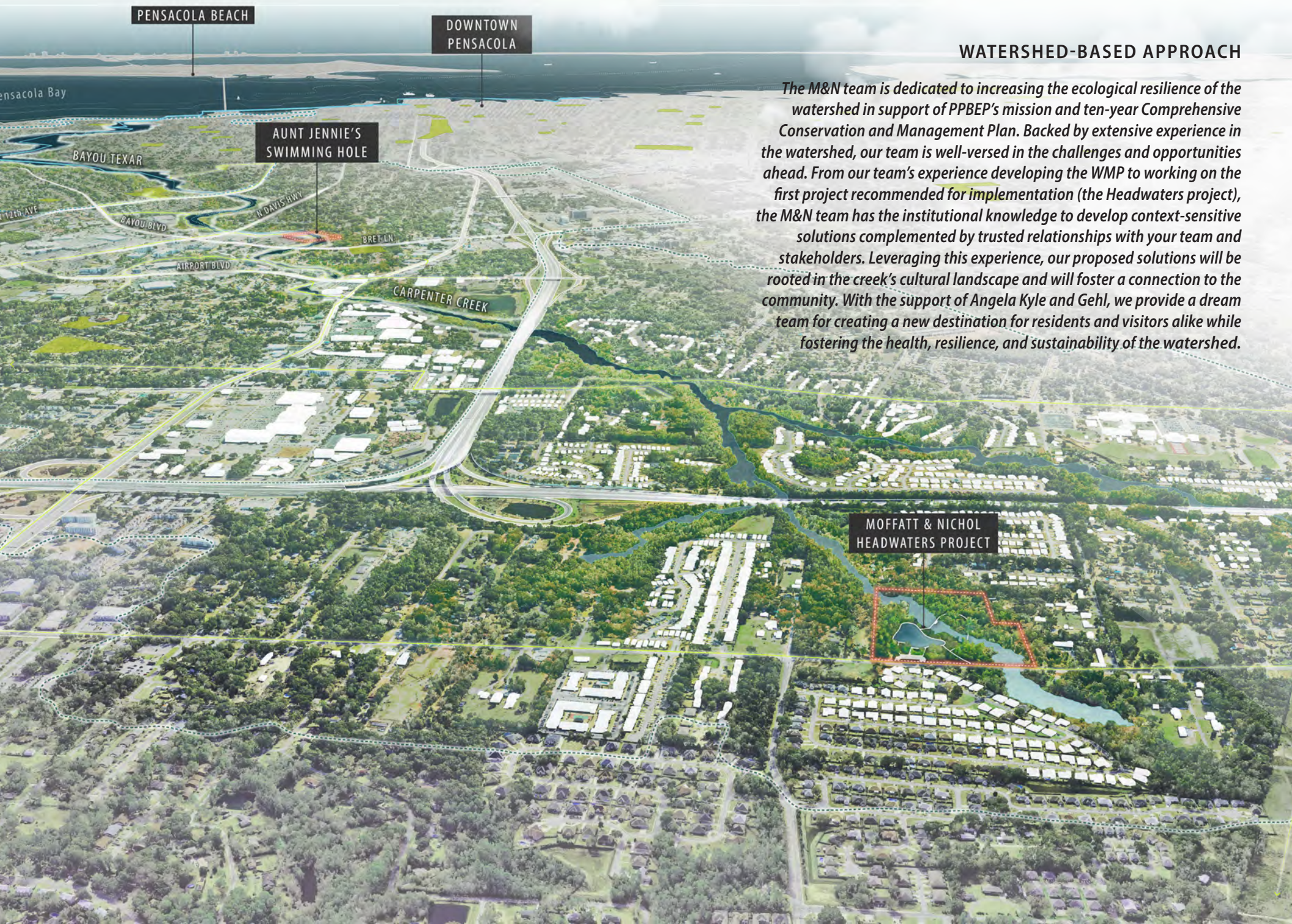
December 10, 2024

Pensacola and Perdido Bays Estuary Program, Inc.
Attn: Matt Posner, Executive Director
226 S. Palafox Place
Pensacola, FL 32502
Submitted via email to info@ppbep.org

Dear Mr. Posner and Members of the Selection Committee:

Carpenter Creek, once a natural setting used for religious rituals and recreation for mixed races, has since suffered from urbanization. Channel modification and hardening, fragmentation of the creek, increased impervious cover, a dramatic reduction of the riparian zone, and a loss of public access and recreational opportunities have all compromised the system. These alterations to the creek and the surrounding watershed have led to increased erosion and sedimentation, a rise in contaminants and nutrients, colonization of nuisance and exotic species, and compromised infrastructure. These physical stressors and water quality impairments have greatly diminished the ecological value and natural beauty of the watershed. The Carpenter Creek Restoration Project is necessary to improve water quality, restore habitat, improve connectivity, enable community resilience, and provide improved public access throughout the system. The Pensacola and Perdido Bays Estuary Program (PPBEP or the Estuary Program) is the ideal steward for this project, with a mission to restore and protect the Pensacola and Perdido Bay watersheds through restoration, education, and unbiased monitoring of the health of our bays, estuaries, and watersheds. The Moffatt & Nichol (M&N)-led project team feels we are the best suited to collaborate with the PPBEP in pursuit of these shared goals for the creek. Our team is comprised of leaders in nature-based solutions and ecosystem restoration, including M&N, Black & Veatch, and Biohabitats, Inc., with community and stakeholder engagement experts Angela Kyle and Gehl, backed by support from trusted, long-time, local investigatory partners Southeastern Archaeological Research, LLC; Southeastern Surveying and Mapping Corp.; and Tierra, Inc.

Based on our team's collective experience putting together the Carpenter Creek and Bayou Texar Watershed Management Plan (WMP), we understand that the Estuary Program has very important goals for reducing 2,000 tons of sediment and 2,500 pounds of nitrogen from the stream, restoring approximately 2.5 miles of creek and 20 acres of wetlands, and reducing the flood staging by approximately 1 foot. These objectives necessitate a partner that brings institutional knowledge, proven design-led technical expertise, and a history of successfully implementing similar projects—a partner you already know and trust that has long contributed to the mission of PPBEP and champions its vision. This team is that partner. We bring a personal zeal to this flagship project and are eager to facilitate its success as it holds great importance to our team members who live and work in the watershed. Further, our team includes many of the individuals who developed the WMP, keeping the original leadership together and amplifying our team's ability to efficiently and effectively plan for, design, and implement the project. To complement this institutional knowledge, M&N has assembled a robust, multidisciplinary team of scientists, nature-based engineers, and designers specializing in public access to bring fresh perspectives from a team led by staff you already know and trust. Our team is composed of pioneers and industry experts who will deliver context-sensitive, complimentary, and cost-effective solutions that improve water quality, restore habitat, improve community resilience, and enhance public access.



PENSACOLA BEACH

DOWNTOWN
PENSACOLA

AUNT JENNIE'S
SWIMMING HOLE

BAYOU TEXAR

12TH AVE

BAYOU BLVD

N DAVIS HWY

BRET LN

AIRPORT BLVD

CARPENTER CREEK

MOFFATT & NICHOL
HEADWATERS PROJECT

WATERSHED-BASED APPROACH

The M&N team is dedicated to increasing the ecological resilience of the watershed in support of PPBEP's mission and ten-year Comprehensive Conservation and Management Plan. Backed by extensive experience in the watershed, our team is well-versed in the challenges and opportunities ahead. From our team's experience developing the WMP to working on the first project recommended for implementation (the Headwaters project), the M&N team has the institutional knowledge to develop context-sensitive solutions complemented by trusted relationships with your team and stakeholders. Leveraging this experience, our proposed solutions will be rooted in the creek's cultural landscape and will foster a connection to the community. With the support of Angela Kyle and Gehl, we provide a dream team for creating a new destination for residents and visitors alike while fostering the health, resilience, and sustainability of the watershed.

A TEAM YOU ALREADY KNOW AND TRUST COMPLEMENTED BY EXPERTS IN THE INDUSTRY



KATE DAWSON, PE PROJECT MANAGER

Rooted in Pensacola, Kate is invested in the success of the PPBEP and its vision. Since the program's inception, she has been supporting PPBEP's goals through her engagement and support at committee meetings and annual management conferences. She was recently elected co-chair of the Technical Committee, further demonstrating Kate's commitment to PPBEP's mission.



BRADLEY JOHNSON ACCESS & ACQUISITION LEAD

Bradley is Black & Veatch's Environmental & Land Services Solutions Manager with over 20 years of experience leading site access and acquisition, leasing, zoning, permitting, and public engagement strategy efforts for high-profile, time-sensitive infrastructure projects. He will serve as the coordinator with local landowners, land trusts, and stakeholders.



JEFF HELMS, PE PROJECT PRINCIPAL

Jeff has decades-long proven relationships with PPBEP leaders and partners including, Escambia County, the City of Pensacola, and FDOT District 3, allowing for time-efficient and seamless project coordination and leadership continuity. He was principal on the first major project from the WMP—the Headwaters project.



BECKY PRADO PERMITTING & PLANS LEAD

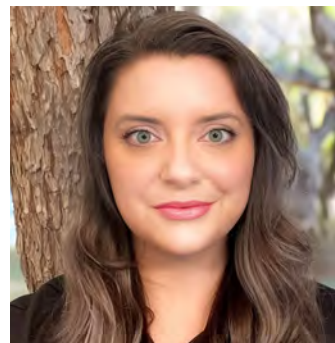
Becky has 16 years of experience working with FDEP to integrate local project design within the state's resilience, restoration, and conservation efforts. She has an extensive professional network and a detailed understanding of the state's regulatory framework, which will efficiently facilitate the planning, permitting, and implementation of this project.



JOHN KIEFER, PHD, PE, PWS ENGINEERING & DESIGN LEAD



Through his leadership of the WMP, John brings unparalleled institutional knowledge of the creek. While working on the plan, John earned the confidence and support of stakeholders through his data-driven approach to context-sensitive, nature-based solutions to resilience, water quality, and restoration solutions along the stream corridor.



MEGAN LONG, EI WETLAND & CREEK DESIGN



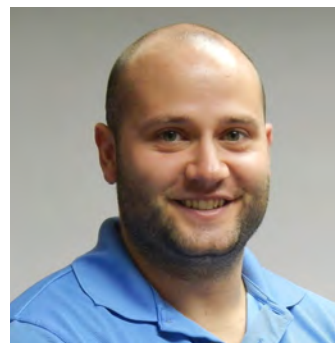
Megan was integrally involved in the WMP, including fieldwork, stream assessments, historic research, designing the original stream restoration concept plans, conducting cost-benefit assessments, and developing monitoring and phasing guidance documents. Her history working with the creek will help bring holistic and integrated creek designs to fruition in this next phase.



SOPHIE RIEDEL, PLA ENGAGEMENT LEAD



As the community engagement lead for the WMP, Sophie has a history of successful collaboration and rapport with PPBEP and local stakeholders. She has a clear understanding of the community's priorities, which will facilitate our ability to build consensus throughout this culturally sensitive area.



ALEX WELFLE, PE CIVIL DESIGN; UTILITY & FDOT COORDINATION

Alex managed the Carpenter Creek Headwaters project along with the associated Olive Road Complete Streets project, which will provide public access to the new Carpenter Creek Headwaters boardwalk and walking trails. Together, these two projects will significantly improve stormwater quality and reduce flooding along Carpenter Creek.



KELLI CUNNINGHAM, AIA, ASLA, PLA COMMUNITY ACCESS & RECREATION DESIGN

Kelli has worked with communities across the country to leverage resilience projects to provide multiple community amenities. She is currently working with Kate, Sophie, Meg, and Biohabitats on the Lillian Swamp/Bronson Field project in the Perdido Bay to leverage nature-based solutions to increase recreational and community access to the Bay.



YOVANNI CATANO, PHD, PE, BC WRE, CFM WATER QUALITY & H&H MODELING

Yovanni leads Black & Veatch's coastal hydraulics and computational fluid dynamics (CFD) practice and is an expert in watershed and stormwater modeling, flood control, groundwater assessments, CFD, and sediment transport. His expertise in developing models for natural systems restoration projects will ensure thorough modeling of the restoration design and performance.



KEVIN DAVENPORT, PE UTILITY & FDOT COORDINATION

Kevin has 35 years of experience in engineering and infrastructure project delivery. As a North Florida native and client services manager for various Florida municipalities and utilities departments, Kevin's regional experience and understanding will streamline coordination with relevant utilities and keep the project moving forward smoothly.



ANGELA KYLE ENGAGEMENT; ACCESS & ACQUISITION



Angela has spearheaded elevating Carpenter Creek as an asset of deep historical significance for Pensacola's African American community. With a legacy of connection to the creek, she has been a steward of a context- and culturally sensitive approach to the equitable development of the watershed.



CHERYL HARRELSON, PH CONSTRUCTABILITY REVIEW



Cheryl provided QA/QC for the original stream restoration concept plans and will use her expertise in stream restoration design and construction to provide constructability review. With 30+ years of experience studying, designing, permitting, and constructing streams and publishing stream assessment field guides, she is a recognized leader in the field.



MEG GOECKER ACCESS & ACQUISITION; PERMITTING

Meg has led and successfully navigated some of the largest and most complicated permitting processes for large-scale projects within the USACE Mobile Regulatory District. In her volunteer time, she actively works in the land conservation community, having served as a member and board executive committee chair for 15 years with the Partnership for Gulf Coast Land Conservation.



GERALD SONGY, PE BID SUPPORT & CONSTRUCTION OVERSIGHT

Gerald has provided bid/construction support on several large restoration projects. He has experience with contractor outreach/negotiations to ensure the maximum number of bids are received, and projects are expeditiously moved to construction. He understands the current cost volatility in the market and has experience helping clients navigate the bid process to make certain implementation is achieved.



KRISTEN NOWAK, PWS MAINTENANCE, MONITORING, & QUALITY ASSURANCE PLANNING



Kristen has conducted extensive research that sets precedents for Florida-specific stream restoration approaches. She has nearly 20 years of experience evaluating, designing, permitting, implementing, and monitoring streams and ecosystem restoration projects and provided design review for the original creek concept plans.



Our team will leverage their experience in the watershed and beyond to develop comprehensive nature-based restoration alternatives that provide erosion control, sedimentation reduction, water quality improvement, fisheries, wildlife habitat, economic stimulus, and recreation along and within the water. In addition to our longstanding experience with the creek, the M&N team conducted a preliminary field review of the site to further expand upon our knowledge of existing conditions and critical observations, which has informed our project understanding and approach in Section 3.

We are a local design team that is uniquely qualified to provide design, engineering, modeling, and permitting services, in addition to community engagement and land acquisition coordination and support, for the Carpenter Creek Restoration Project. The design team includes M&N, Black & Veatch, and Biohabitats. John Kiefer and his staff at Black & Veatch are industry experts in stream restoration and were lead authors on the WMP. They researched site history, conducted stream assessments, developed concept plans, and authored water quality methodology content. They were the brain trust behind the grant that is funding the Carpenter Creek Restoration Project. They have a strong working relationship with Sophie Riedel (Waggonner & Ball, a Moffatt & Nichol Studio), who also made significant contributions to the WMP in her role as community engagement lead. Sophie has extensive experience conducting public collaboration and managing design in

culturally sensitive areas. Further, M&N and Biohabitats have entered a mentor-protégé relationship, leveraging our respective expertise in restoration science and ecological engineering while investing in and fostering Biohabitats' growth. Biohabitats are industry leaders in solutions grounded in ecology and were the recipient of the American Society of Landscape Architects' 2023 Landscape Architecture Firm Award.

The PPBEP would benefit from the keen eye our team brings to observing and analyzing natural processes to leverage and emulate forms and structures that enhance biodiversity, attain dynamic stability, and yield positive ecosystem services. We deliver the highly qualified scientists, engineers, and landscape architects who generated the WMP and now bring their institutional knowledge and practical experience to

this contract. Collectively, we have the most comprehensive understanding of the physical, social, and political landscape along Carpenter Creek and in the wider Pensacola and Perdido Bays region. Using the momentum gained during the planning phase of the project, we intend to seamlessly and efficiently pick up where the WMP left off, advancing the restoration of Carpenter Creek with consideration for lessons learned, new information gained in the interim, and the PPBEP vision. We will lead a thoughtfully assembled and integrated team to provide continuity of the original community vision through final design and permitting in a timely and cost-effective manner. We have already begun implementing priority projects identified in the WMP through our work on the Carpenter Creek Headwater Water Quality and Park Improvements project for Escambia County.

QUALITY CONTROL PROCEDURES

M&N provides clients with project deliverables completed under well-documented quality control standards. Our in-house QA/QC program is instilled throughout all levels of the firm, confirming that an appropriate quality program is in place. It is being followed for every project per the established guidelines. Quality delivery is fundamental to our team's philosophy—we are not interested in speculative, "paper" planning and work diligently to see our efforts realized. We have a strong track record of meeting client expectations regarding project quality, budget, and schedule, and this is a reputation our team is proud to uphold. In fact, our company's Project Management System, of which quality management is a part, is ISO 9001-certified (recently re-certified in September 2024), demonstrating our commitment to quality.

M&N is reputed for reliably delivering projects and solutions that meet or exceed client expectations for quality. To achieve this, our quality manager is responsible for:

1. Collaborating with our project leadership to make sure project team member assignments are technically appropriate with clear roles, responsibilities, and authorities.
2. Collaborating with the PPBEP and project stakeholders to identify and confirm success factors, project objectives, and quality requirements/criteria and identify project risk mitigating strategies.
3. Developing and communicating a quality plan defining how the project will be delivered.
4. Ensuring project team members fulfill their quality responsibilities.
5. Engaging Project Principal Jeff Helms as soon as possible regarding any emerging risks and/or opportunities to implement relevant efficiencies.

Quality Manager Don Blancher is fully trained in M&N's Quality Management System. At the project's outset, he will work with PPBEP and Project Manager Kate Dawson to define project

quality requirements and objectives. He will then develop a quality plan, including all project-specific procedures and a schedule defining quality control and review checkpoints for all deliverables. To make certain the project is progressing as planned and meeting PPBEP's goals, they will conduct project progress reviews and work plan reviews accordingly. Quality control will be further supplemented by the oversight of Chris Streb (Biohabitats), who brings expertise in planning, designing, and implementing innovative, ecologically grounded solutions. Chris will serve as a quality control reviewer, providing an objective and impartial appraisal throughout the progression of the project.

CONTRACT TERMINATION OR LITIGATION

To the best of the firm's knowledge, there have been no government contract terminations due to M&N's failure to meet contractual obligations. Regarding litigation, we are a multinational corporation with more than 1,200 employees worldwide. Although we employ aggressive quality control efforts to minimize claims, we are occasionally involved in claims and litigation typical of that generally asserted against design professionals. It is not anticipated that any such claim would materially affect M&N's ability to perform services under this or any other contract.

CONFLICT OF INTEREST

Following a thorough review of our past, current, and planned projects, we foresee no potential Conflict of Interest in undertaking this project.

WHY THE M&N TEAM?

By choosing this team, the Estuary Program and its partners will receive practical, realistic, proven, yet innovative designs rooted in sustainability and resilience delivered by a known and trusted team that brings unrivaled enthusiasm. Our institutional knowledge and team member continuity, combined with the fresh perspectives from



our multidisciplinary team, attest to our ability to deliver solutions. As local community members and consummate design professionals, we are prepared to deliver a product with consideration for factors affecting the environment, the economy, and the community at large for the benefit of improving the quality of life for all. Our ability to produce cohesive designs that restore critical habitat while promoting community access, education, and appreciation is unmatched. Further, we have an established track record of helping organizations set precedents and catalyze their programs with high-profile projects during early onset. In this case, we deem program-building an essential characteristic of project development and will represent the PPBEP and associated stakeholders with approachability and scientific rigor.

The M&N team stands ready to continue working with you to protect Carpenter Creek and enhance the quality of life for Pensacola's residents. We want to express our sincere gratitude for your consideration as a project partner. Should you have any questions regarding this submittal, please contact Project Manager Kate Dawson at (251) 378-9019 or kdawson@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL, INC.

UEID: CTTMKG7EFDK1
100 North Spring Street, Suite 2
Pensacola, FL 32502

PRIMARY POINT OF CONTACT



Kate Dawson, PE
Project Manager
(251) 378-9019; kdawson@moffattnichol.com

AUTHORIZED PERSONNEL



Jeff Helms, PE
Project Principal
(251) 378-9019; jhelms@moffattnichol.com

WHY THE M&N TEAM?

CONTEXT-SENSITIVE SOLUTIONS FROM A TEAM WITH THE MOST COMPREHENSIVE UNDERSTANDING OF THE PROJECT'S PHYSICAL, SOCIAL, AND POLITICAL LANDSCAPE



A TEAM YOU KNOW AND TRUST

Our team includes key staff who developed the WMP. Their institutional knowledge and practical experience with the project area facilitate our ability to deliver context-sensitive, complementary, cost-effective design solutions in alignment with PPBEP's vision.



FRESH PERSPECTIVES FROM INDUSTRY EXPERTS

Our team includes proven industry experts who are known to successfully deliver innovative, resilient design solutions that improve water quality, restore habitat, improve community resilience, and enhance public access, allowing our team to leverage lessons learned and best practices from similar projects and this site.



COMPREHENSIVE STAKEHOLDER ENGAGEMENT

Through our experience on the WMP and with stakeholders, we understand the culturally sensitive nature of the project, and our proposed solutions will be rooted in the creek's cultural landscape and foster a connection to the community to facilitate buy-in.

THE M&N TEAM

M&N has brought together an unmatched team of local and national personnel to meet all PPBEP's needs for this project, setting the stage for further restoration efforts to be undertaken by PPBEP and partners. In this section, we have included qualifications for each firm on the team, our organizational chart, and brief resumes for key members of our delivery team. M&N is the prime contractor, but this is a true team of experienced individuals with direct experience in the Carpenter Creek watershed.

MOFFATT & NICHOL, INC.

An industry leader in water resource engineering, resilience, and nature-based solutions for the past 79 years, M&N combines direct experience implementing the Carpenter Creek and Bayou Texar WMP with lessons learned and best practices from some of the most at-risk communities and ecosystems across the country.

PROJECT MANAGEMENT

M&N has been consulting in Florida for 40 years and has an established office just minutes from the PPBEP and partners. Our role in this project is to manage the scope, schedule, and budget for our accomplished team. Our past projects speak for themselves and include managing, designing, and implementing 50+ ecosystem restoration projects throughout the Gulf Coast, including some of the largest restoration projects in the US to date, encompassing 300+ miles of shoreline stabilization and 4,000+ acres of ecosystem creation/restoration. Through this experience, we have become experts at keeping projects in scope, schedule, and budget. Kate Dawson, our proposed project manager, has been intimately involved in managing Gulf Coast projects for over 100 acres of marsh and stream restoration, navigating each site's intricacies with her team of skilled engineers and scientists.

RESILIENCE & ADAPTATION PLANNING, ANALYSIS, & DESIGN

In 2023, after more than 15 years of collaboration, Waggonner & Ball (W&B) joined with M&N to further strengthen our resiliency and adaptation practice. They are providing resilient planning and design services around the world—from New Orleans to Norfolk, from Beijing to Bridgeport. In the face of rising seas and climate change impacting the safety and viability of coastal ecosystems and communities, the M&N/W&B team has pioneered innovative approaches to resilience. Dedicated to this premise, we stand by our trademarks of Resilient by Nature®, Living with Water®, and the Dutch Dialogues® that have led to successful resilience plans being developed for some of the most at-risk communities in the country, including Charleston; Miami; Hampton Roads, VA; and New Orleans.

WHY THE M&N TEAM?

EXPERTISE IN DELIVERING A WATERSHED-BASED APPROACH

Our team is comprised of leaders in nature-based solutions and ecosystem restoration, along with local community and stakeholder engagement experts. By choosing this team, the Estuary Program and its partners will receive practical, realistic, proven, yet innovative designs rooted in sustainability and resilience delivered by a known and trusted team. Our ability to produce cohesive designs that restore critical habitat while promoting community access, education, and appreciation is unmatched.



moffatt & nichol

Experts in managing large-scale watershed projects that improve water quality, restore habitat, improve community resilience, and enhance public access



BLACK & VEATCH

Florida stream restoration experts with experience designing and implementing nearly 50 highly successful and precedent-setting Florida stream restoration projects



Industry leaders in nature-based solutions that restore habitat, protect biodiversity, and manage freshwater

ANGELA KYLE

Unparalleled understanding of the culturally sensitive nature of the project and strong advocacy for equitable development

Gehl

Leaders in urban strategy supporting public engagement and enabling alignment with the Citywide Strategic Plan, *Strive to Thrive*





*The **scale of the work is truly impressive** and seeing it from the ground and water really brings that home. We know executing projects at this scale takes many partners and significant management, coordination, and oversight by recipients—we appreciate all the **excellent work you all have done** and continue to do to make these projects a reality.”*

— Michael Sharp, Director, Gulf Environmental Benefit Fund, National Fish and Wildlife Foundation Regarding the Three Mile Creek Restoration Project

We have also developed coastal engineering criteria for designing nature-based solutions to shoreline stabilization, marsh creation, and hydrologic and habitat restoration, as reflected in our partnership with the United States Army Corps of Engineers (USACE) sponsored Network of Engineering with Nature® (N-EWN®) program. Our team applies unparalleled familiarity with complex, situational coastal processes and development patterns to effectively monitor and assist communities in managing their coastal systems.

Resilience and adaptation planning are the primary focus of M&N, and we leverage risk-based, probabilistic methods in life cycle analysis and risk assessments to develop context-sensitive adaptation strategies that respect the unique characteristics of the affected urban and natural environments. Solving watershed and resilience-related problems is more complex than just addressing localized flooding and water issues. It is important to consider the watershed as a whole when examining the complex interaction between water quantity and quality management. M&N has applied this approach across the country to identify, address, and solve watershed and flood resilience management challenges similar to those confronting PPBEP. Our planning experts are experienced in supporting both the programmatic and engineering aspects of resilience planning. Our expertise also includes working with the complexities of stream and

river networks, flooding and floodplain protection issues, streambank stabilization and stream restoration needs, and water quality treatment and compliance. We are adept at Federal Emergency Management Agency (FEMA) flood hazard identification and delineation, watershed management programs, and plan development. These projects have produced strategic watershed master plans that are supported on the technical side by monitoring, assessing, and modeling.

ADAPTIVE DESIGN BUILT INTO RESILIENCE PLANNING

M&N has decades of experience incorporating sea level rise into restoration planning, and it's not as simple as “building it higher.” We provide project planning needs based on full life cycle analysis and risk assessments using statistical probabilistic methods such that appropriate sea level rise allowances can be estimated. Given the enormous challenges associated with funding and building for an uncertain future condition, flexible designs that can adaptively respond in the future are the most logical approach moving forward. The strategy envisions incorporating ongoing measurements of sea level rise from the scientific community into Monitoring and Maintenance (MAM) Plans that would guide the decision-making process for future improvements and management decisions.

PERMITTING TO SUCCESS

The M&N team is experienced with environmental elements and permitting requirements for restoration projects and has a solid working relationship with the various federal, state, and county agencies. We are intimately familiar with USACE and Florida Department of Environmental Protection (FDEP) guidelines. Our proposed Permitting & Plans Lead, Becky Prado, brings 16 years of experience working with FDEP and 22 years of collaboration across the Gulf of Mexico within the fields of resilience, restoration, and conservation efforts. As the former administrator of the Florida Coastal Zone Management (CZM) program within FDEP, she can navigate required regulatory authorizations with ease. Supporting

Becky, M&N's in-house permitting team of coastal engineers, restoration practitioners, and environmental permitters will optimize the regulatory process and expedite the issuance of permits. Complementing the technical team members, M&N's experience presenting project environmental and permitting information in public forums, including the County Commission and other public/stakeholder meetings, will reduce the potential for permitting delays. In addition, M&N has proven successful in revising the FEMA National Flood Insurance Program (NFIP) maps to incorporate changes to floodplains, regulatory floodways, or flood elevations.

THE MOST EFFICIENT MODELING AVAILABLE

With one of the largest High-Performance Clusters existing in the private sector today, M&N provides the capability for multi-parameter, higher-resolution, larger domain, and decadal simulations not possible on conventional modeling hardware. More importantly, many simulations can be run in parallel, performing multiple scenario evaluations, minimizing model run times, decreasing uncertainty, and allowing for the most efficient analysis of restoration alternatives. Accurate and precise numerical modeling capabilities allow for a better understanding of a project's potential benefits, quantifying and monetizing benefits to habitat, ecological success, and fisheries.

COMMUNITY ENGAGEMENT & PUBLIC OUTREACH

Many adaptation challenges are shared across the country, especially in coastal places where we live and work, like Pensacola, New Orleans, and Mobile. However, each community, including the people, values, and traditions, is different, and we structure stakeholder engagement to surface these unique characteristics. Shared challenges on the same physical ground present shared opportunities to work together, and our engagement approach visualizes land and water processes as a way to build consensus. Our proposed Coordination & Engagement Lead, Sophie Riedel, served as the community engagement lead for the WMP and has a history of successful collaboration and positive relationships and rapport

with PPBEP and local stakeholders. Utilizing a workshop-based design process, Sophie's collaborative approach synthesizes knowledge and insights, providing a clear understanding of the community's priorities. Our adaptation and planning practice has grown out of our foundation of workshop-style engagements across the country.

CONSTRUCTABILITY ANALYSIS

M&N has invested in hiring specialized personnel from the construction contractor industry to provide constructability analyses and support specifications. This verifies that projects are designed in a constructable way and that specifications are written in a way to get competitive bids. Our cost estimators from this industry have been successful at being within 10% of the opinion of probable costs on recent projects in the Gulf region. M&N's core group of former heavy civil and marine contractors is available to provide in-house early constructability reviews, which enable our team to identify and resolve project design and constructability issues during the design phase rather than through expensive field-change orders during the construction phase. By leveraging this resource, PPBEP has the potential to save millions of dollars in construction costs by performing these reviews in the planning stage.

BLACK & VEATCH

Black & Veatch is an employee-owned engineering, procurement, consulting, and construction company with a 100-year legacy of innovations in sustainable infrastructure. Black & Veatch brings together regional and national experts with direct experience in this watershed who are recognized for promoting sustainability, livability, environmental conservation, and restoration. Their team includes many of the key individuals who developed the WMP, keeping the original thought leadership together and amplifying our team's ability to efficiently and effectively plan for, design, and implement the project.

The Black & Veatch stream team's experience designing Florida streams will provide PPBEP with resilient, self-maintaining systems that offer a variety of benefits, such as fish and wildlife habitat, water quality treatment, flood relief, and recreational opportunities. The team has completed over 70 stream restoration designs in Florida to date for both public and private clients. Of those designs, nearly 50 stream segments have been constructed, providing many miles of benefits.

As Florida's only fully comprehensive stream restoration team, Black & Veatch knows how to build Florida streams from whole

cloth—from aquifers, along valleys, and across watersheds. They understand how to match stream corridor type, pattern, and dimension to Florida's varied and unique valley and watershed conditions, allowing them to provide clients with designs with a suite of major resiliency benefits that have proven to attract anywhere from millions to over a hundred million dollars of construction funding. It is because founding members of the team, John Kiefer and Kristen Nowak, identified a need for Florida-specific guidance, conducted extensive original research on Florida streams, and published a peer-reviewed Florida stream classification and restoration design manual (Kiefer et al., 2015). The manual addresses the significant and risky shortcomings of design protocols with imperfect or limited application to Florida's extreme climate and unique ecology.

Black & Veatch's team of diligent professionals dedicated to Florida streams covers all the essential disciplines necessary to perform this project by intent, including but not limited to fluvial geomorphology, hydrology, limnology, soil science, and engineering. The team does not rest on its laurels—they continuously tap their creativity to advance the science and practice of Florida stream restoration; they obtain and maintain relevant certifications and training (such as Rosgen



Members of the M&N team, Sophie Riedel, Angela Kyle, and John Kiefer, supporting a public workshop for the Carpenter Creek and Bayou Texar WMP.

training); and they grow and mentor the next generation of stream designers. Lastly, the team has developed design protocols that help them be extremely efficient at assessing and designing Florida streams, providing clients with the best value for their dollars and assisting them with all aspects of getting stream projects to the ground—socially, regulatory, funding, constructability, aesthetically, and functionally.

WHY THE M&N TEAM?

FLORIDA STREAM RESTORATION EXPERTS

Black & Veatch's experience includes designing and implementing almost 50 highly successful and precedent-setting Florida stream restoration projects.

Black & Veatch's stream team has been leveraging their stream diagnosis and design expertise to deliver hurricane-resilient stream improvements that address flooding, water quality, erosion, sedimentation, and recreation in Florida for more than 30 years. Their team includes the scientists and engineers who generated the stream restoration analysis and concept for the WMP. Using the momentum gained during the planning phase of the project, we intend to seamlessly and efficiently pick up where the WMP left off, advancing the restoration of Carpenter Creek with consideration for lessons learned, new information gained in the interim, and the PPBEP vision. We will lead a thoughtfully assembled and integrated team to provide continuity of the original community vision through final design and permitting in a timely and cost-effective manner.

ANGELA KYLE

Angela Kyle founded Jennie's Legacy LLC to focus attention on the under-represented historical and cultural narrative of Carpenter Creek and to advocate for a more multi-faceted approach to the equitable development of the watershed. Angela has spearheaded elevating Carpenter Creek as an asset of deep historical significance for Pensacola's African American community. With her legacy of connection to the creek, she has been a steward of a context- and culturally sensitive approach to developing the surrounding area of the creek. She was instrumental in facilitating community engagement during the WMP.

BIOHABITATS, INC. (BIOHABITATS)

Biohabitats engages with communities to restore nature, protect freshwater, address climate change, and right environmental injustices. Rooted in nature-based solutions, the firm provides industry-leading research, regional conservation planning, ecological design, and restoration construction services to restore habitat, protect biodiversity, manage freshwater, and help people adapt to a changing climate. Backed by over 40 years of hands-on experience, their team brings significant technical insight and understanding of stormwater and watershed protection plans and water quality project implementation. From co-creating the practice of bioretention in the 1990s to pioneering the concept of regenerative stormwater conveyance in the mid-2000s, Biohabitats has amassed the knowledge, techniques, and practical experience that will directly benefit PPBEP.

GEHL

Gehl is an urban strategy and planning firm whose work is based on the effect of the built environment on social interaction between people. They consider lively and widely used public spaces to be vital keys to quality of life in cities and to overall well-being. Gehl is able to tackle and prioritize the needs of people in the planning and design of cities, districts,

communities, streets, and spaces to make a bigger impact and go further in the design process.

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC (SEARCH)

SEARCH deploys the full spectrum of cultural heritage services worldwide, and SEARCH20, its maritime program, is at the forefront of submerged pre-contact archaeology, paleo landscape reconstruction, and in-water archaeology. The firm recently completed a submerged and terrestrial cultural resource assessment survey for the Pensacola Living Shoreline project in Escambia County.

SOUTHEASTERN SURVEYING & MAPPING CORP. (SSMC)

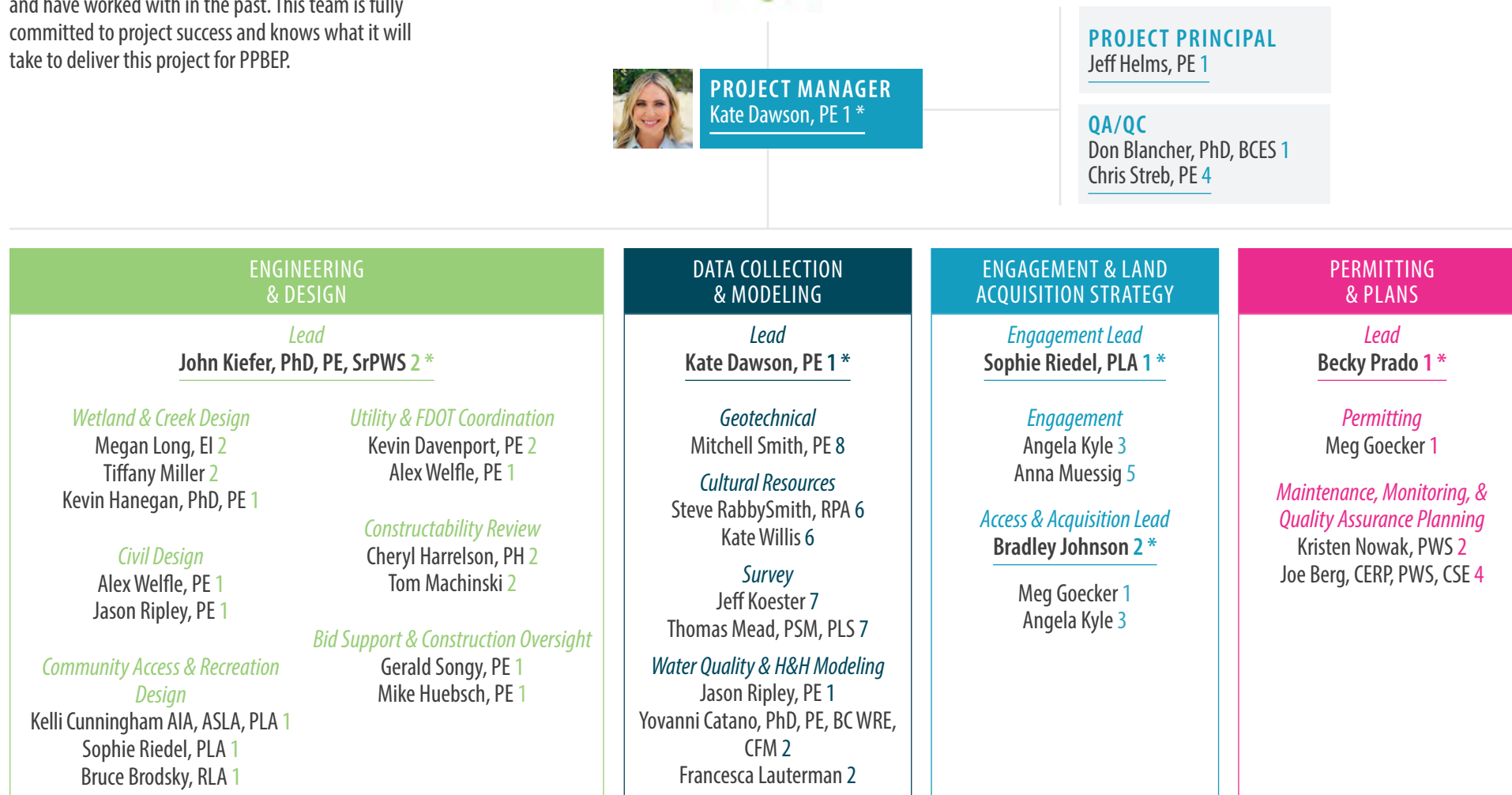
SSMC has been completing work for Escambia County for more than a decade, as well as the City of Pensacola. Their work includes projects for FDEP, the Northwest Florida Water Management District (WMD), the Southwest Florida WMD, and the Florida Fish and Wildlife Conservation Commission, including work on the Blackwater Watershed Project, the Hammock Creek WMP, and the Rainbow River Watershed Update. SSMC's experience with multiple watershed management plans for area agencies means they understand the importance of delivering accurate and reliable survey and GIS data to support successful planning and design.

TIERRA, INC. (TIERRA) MBE

Tierra has worked on the Carpenter Creek watershed and other stream/bay habitat restoration projects in Escambia County. The firm has experience providing sediment sampling with mechanical analysis and slope stability analysis, including alternative solutions to re-construct and stabilize high slopes and pipe bedding/backfilling solutions to mitigate particular high-flow areas susceptible to long-term erosion for streambed restoration. Tierra is a State of Florida MBE and a City of Pensacola certified M/WBE.

ORGANIZATION CHART

The M&N team, illustrated below, brings together a highly qualified team comprised of personnel you know and have worked with in the past. This team is fully committed to project success and knows what it will take to deliver this project for PPBEP.



KEY

1 Moffatt & Nichol 4 Biohabitats 7 SSMC
2 Black & Veatch 5 Gehl 8 Tierra (MBE)
3 Angela Kyle 6 SEARCH * Key Personnel



KATE DAWSON, PE

PROJECT MANAGER; DATA COLLECTION & MODELING LEAD

YEARS OF EXPERIENCE: 8

EDUCATION:

» MS, Civil Engineering

CERTIFICATIONS:

» Professional Engineer: FL, 97528

TIME WITH THIS PROJECT:

50% to 70% for 24 months

KEY DIFFERENTIATORS:

A lifelong Pensacola resident who has committed her career to restoration, Kate is invested in the success of the PPBEP and is eager to contribute to the positive impacts the program continues to make in the same watershed that inspired her trajectory. She understands the vision of PPBEP and is knowledgeable about its efforts to date, as she has been present at committee meetings and annual management conferences since the formation of the Estuary Program. Recently elected co-chair of the Technical Committee, Kate is committed to their mission.

Kate has been an assistant project manager for multiple large-scale restoration projects for The Nature Conservancy, National Oceanic and Atmospheric Administration (NOAA), the Town of Dauphin Island, and the City of Mobile. With an education in both biology and engineering, Kate specializes in the integration of sustainable practices to implement restoration projects. She is especially passionate about implementing such projects in her own backyard of Pensacola. Kate has a master's degree in civil engineering with a concentration in coastal engineering. Her capacity as a designer and project manager is further informed by her background in marine science, which equips her with a more comprehensive understanding of the natural systems in which she works. Kate excels at leading technical teams in meeting scope, schedule, and budgets. She has led multiple successful local projects in the development and assessment of design alternatives, executing permitting and management planning, technical writing and construction document production, managing CADD production, facilitating stakeholder coordination, and monitoring metrics and adaptive management plans. She specializes in restoration engineering and has managed and implemented 100 acres of habitat and stream restoration projects in a variety of estuarine settings. Beyond her unique and dynamic qualifications, Kate brings an earnest and unparalleled enthusiasm to the Carpenter Creek Restoration Project and its future success.

THREE MILE CREEK RESTORATION PROJECT, MOBILE, AL. Management and Design. Restoration of natural flow and ecological services to a creek that was bypassed through channelization and impacted by urbanization. The project required the development of a design that would sustain the desired flow rate and extensive property owner coordination to acquire the easements and agreements necessary to implement the design. The project restored hydrology, improved water quality, enhanced habitat, and provided recreational access.

ALABAMA CONNECTING COASTAL WATERS, BALDWIN COUNTY, AL. Management and Design. The restoration of 80 acres of wetlands and 8 acres of canals that were dredged into the marsh many decades ago resulted in inadequate tidal flushing and compromised water quality. The design and its associated benefits were optimized through hydrodynamic modeling. The project employed strategic placement of native fill material within the canals to mimic natural tidal creeks, restore hydrologic flushing, and re-establish hydrologic connectivity with the adjacent marsh.

LIGHTNING POINT LIVING SHORELINE, BAYOU LA BATRE, AL. Design. The project is a 1-mile-long living shoreline that includes approximately 4,700 feet of segmented, overlapping breakwaters, 40 acres of marsh and upland habitat creation, and 10,000 linear feet of tidal creeks. The tidal creek network was designed to mimic local, naturally formed systems and was hydrodynamically modeled to support proper tidal exchange, circulation, and water quality.

LOWER PERDIDO ISLANDS RESTORATION, ORANGE BEACH, AL.

Management and Design. Project to restore 26 acres of dune, beach, marsh, and subtidal coastal habitat on and around the Lower Perdido Islands, which have sustained erosion and ecological injury from storms and heavy recreational activity. The project required extensive outreach and stakeholder coordination and thoughtful development of numerous design alternatives to balance continued human use with the restoration and long-term sustainability of the islands.

ALOE BAY LIVING SHORELINE MANAGEMENT AND DESIGN, DAUPHIN ISLAND, AL. Management and Design. Living shoreline project to restore 5 acres of coastal habitat and install half a mile of protection along erosive shorelines in Aloe Bay. The project also provides a natural buffer for existing infrastructure, facilitates community access and education, and reestablishes ecological services through the implementation of segmented breakwaters and restoration of beach, marsh, and oyster reef habitat.

PENSACOLA PROJECT GREENSHORES PRE-MONITORING ASSESSMENT AND POST-CONSTRUCTION MONITORING, PENSACOLA, FL.

Management. Conducted pre-execution monitoring to document existing conditions at the site prior to project construction. Provided years of post-construction monitoring to evaluate the performance of the implemented living shoreline as it relates to the overall restoration goals of the project.



JOHN KIEFER, PhD, PE, SrPWS

ENGINEERING & DESIGN LEAD

John helps clients grow their programs with innovative and successful ecological restoration designs, and he cares deeply about the success of PPBEP, the City of Pensacola, Escambia County, and the communities they serve. He views Carpenter Creek as an essential resource in significant need of improvement. He will relentlessly focus on catalyzing the outcomes the community requires by drawing from a progressive, original, and comprehensive Florida-specific stream restoration team and design studio he has curated and perfected over the last 30 years. He is a consummate design professional setting the bar for restoring Florida streams that achieve specific public benefits for stability and resilience to hurricanes. He designs in urban core and other highly altered landscapes for public benefits, including erosion control, flood reduction, water quality, habitat and fisheries, recreation, cultural values, and biophysical integrity. With a background in restoration ecology, fluvial geomorphology, and engineering, John has placed nearly 50 successful Florida stream restorations in the ground and has dozens of other designs awaiting construction. He has an international presence, bringing perspectives from stream assessments spanning Canada to Brazil and California to the Carolinas. He is familiar with numerous off-the-shelf methods for diagnosing and designing stream restoration projects, including the selective application of his Level 4 Rosgen training, which adds to, but does not substitute for, his original approach to Florida stream design. This experience translates to sustained momentum and robust outcomes for Carpenter Creek.

YEARS OF EXPERIENCE: 33

EDUCATION:

- » PhD, Environmental Engineering

CERTIFICATIONS:

- » Professional Engineer: FL, 51991
- » Sr. Professional Wetland Scientist

TIME WITH THIS PROJECT:

30% to 50% for 24 months

KEY DIFFERENTIATORS:

John developed substantial familiarity with the community, Carpenter Creek, and its watershed during his leading work on the WMP. He earned the confidence of multiple stakeholders for his data-driven support of nature-based solutions and a keen eye for opportunities for rigorous solutions in the stream corridor. He offers continuity and momentum toward completing the design and helping PPBEP get it to the ground quickly.

MCCOYS CREEK, JACKSONVILLE, FL. Design Lead. Provided comprehensive stream restoration services (conceptualization, design, and specific construction supervision) for three miles of innovative and ambitious urban stream restoration that took 150 assets out of the FEMA flood zone, set a precedent for Florida stream restoration water quality benefits, and garnered over \$100 million of external funding for restoration, trails, bridges, and soil remediation.

ALLIGATOR CREEK, VENICE, FL. Design Lead. Led design of 1.5 miles of freshwater and tidal creeks in the urban core, garnering 100% construction funding of \$15 million from NOAA. Project to convert an eroding drainage canal into a stream and wetland habitat complex with substantial rearing areas for juvenile snook and tarpon, mullet, crabs, and a host of freshwater native fish species. The project was designed to process abnormally high nitrogen & sediment loads.

EDWARDS BOTTOMLANDS, STARKE, FL. Design Lead. Conceived, designed, and supervised the construction of a stream and wetland floodplain conversion of a large eroding urban drainage canal. Project piloted successful integration of stream restoration with hard-armoring and bioengineering treatments. Withstood several floods 10-14' deep. Harnesses natural processes to act as a sediment trap. 100% externally funded for its wetland and stream habitats.

PHILLIPPI CREEK, SARASOTA COUNTY, FL. Lead Scientist. Lead author of a study and guidance document for converting urban Florida drainage canals to stable natural stream corridors. Currently leading the first alignment selection and site design in the northwest watershed area for up to 24 miles of restoration. Guidance documents have proven to be portable, inspiring analogous successful project implementations in other Florida hydrophysiographic regions.

GILSHEY BRANCH, HARDEE COUNTY, FL. Design Lead. Developed precedent-setting design approach restoring 3 miles of streams and their supporting aquifer and watershed at a Florida mine. Supervised construction, monitoring, and adaptive management. The project has withstood multiple hurricanes and supports a wide array of designed wetland types, including seepage swamps, isolated marshes, and bottomland forests on re-contoured mine spoil and tailings.

HYDROBIOGEOMORPHOLOGY OF FLORIDA STREAMS, STATEWIDE, FL. Lead Scientist/ Principal Investigator. Conceived and developed a peer-reviewed Florida-specific stream classification and restoration design guidance manual to fill gaps in our knowledge and address shortcomings of temperate North American stream restoration techniques for peninsular FL. It was expanded to cover streams in NE FL/S GA and NW FL/SE AL hydrophysiographic zones with FDEP funding.

SOPHIE RIEDEL, PLA

ENGAGEMENT LEAD; COMMUNITY ACCESS & RECREATION DESIGN

As the community engagement lead for the Carpenter Creek and Bayou Texar WMP, Sophie brings institutional knowledge of and relationships with key stakeholders for this project. Her history of successful collaboration with PPBEP and its stakeholders facilitates our team's ability to secure buy-in for proposed alternatives and ensure PPBEP's goals are met.

Sophie is a landscape architect in W&B's resilience practice, with experience working on a range of award-winning projects involving watershed and ecosystem planning and communication. She has unparalleled experience with the engagement, restoration, and celebration of cultural landscapes. In addition, she brings direct experience working on this site with John Kiefer's stream team, Angela Kyle, and local stakeholders. She also worked closely with John Kiefer on the McCoy's Creek public access design project and the design of cultural interpretive signage at Bruce Beach. In addition, she is currently leading the engagement of the nationally recognized Chattahoochee RiverLands Study.

- » Carpenter Creek and Bayou Texar WMP, Pensacola, FL. Engagement Lead and Senior Designer
- » McCoy's Creek Recreation and Restoration, Jacksonville, FL. Senior Designer
- » Lillian Swamp/Bronson Field Multi-Component Project in Upper Perdido Bay, AL/FL. Public Access Design & Community Engagement

YEARS OF EXPERIENCE: 9

EDUCATION:

- » BA, Architecture

CERTIFICATIONS:

- » Professional Landscape Architect: LA, 24-0838

TIME WITH THIS PROJECT: 25%

BRADLEY JOHNSON

ACCESS & ACQUISITION LEAD

As the Environmental & Land Services Solutions Manager for Black & Veatch, Brad has unique experience coordinating and negotiating with stakeholders to access or acquire properties for large infrastructure projects. He will use his expertise to facilitate site acquisition and agreements that provide optimal benefits for the project and local landowners.

Brad specializes in planning and leading site access and acquisition projects, including public engagement, leasing, zoning, permitting, right-of-way, and project management of right-of-way for major linear facilities, telecommunications, transmission/grid, and renewable energy projects. His holistic perspective and experience marshaling multiple legal and land trust partners as a unified whole adds to the design momentum our team brings to the project. Drawing from his work on a variety of ambitious, high-profile, and complex land access projects, he empowers our design team to create with a sufficiently broad real estate pallet for project success. He will debottleneck land negotiations for our efficient design progress and sustained project implementation.

- » Global Wireline Carrier Fiber Deployment, US. Land Services Program Manager
- » Regional Power Company Transmission Line Routing, WA & ID. Engineering Manager

YEARS OF EXPERIENCE: 27

EDUCATION:

- » BS, Regional & Community Planning, Environmental Law & Urban Design

TIME WITH THIS PROJECT: 25%

BECKY PRADO

PERMITTING & PLANS LEAD

Becky brings 16 years of experience working with FDEP and 22 years of collaboration across the Gulf of Mexico within the fields of resilience, restoration, and conservation efforts. As the former administrator of the Florida CZM program within FDEP, she can navigate required regulatory authorizations with ease.

Becky began her career with FDEP as a regulator for the beaches program, and her later leadership provided the initial slate of Florida's restoration projects after the Deepwater Horizon (DWH) oil spill and directed CZM resilient coastal zone management. Her success framework is based on bringing together multi-sector contributions through consensus and partnerships, including federal, state, and local agencies; academia; industry; and citizens. She represented FDEP during the Pensacola Perdido community-based watershed planning workshops (post DWH) and has been responsible for monitoring the success of habitat restoration efforts within the watershed. Her expertise working on projects in Florida has provided her with an extensive professional network and a detailed understanding of the regulatory framework within the state, all of which will be applied to efficiently facilitate project planning, permitting, and implementation of the Carpenter Creek project.

- » Lillian Swamp/Bronson Field Multi-Component Project in Upper Perdido Bay, AL/FL. Permitting Lead
- » New River Middle School Living Shoreline, Broward County, FL. Permitting Lead
- » Telecommunication Connections, FL. Permitting Lead

YEARS OF EXPERIENCE: 22

EDUCATION:

- » MS, Marine Sciences

TIME WITH THIS PROJECT: 30%

NAME, ROLE, YRS. EXP., TIME	RELEVANT EXPERIENCE	EDUCATION & CERTIFICATIONS
JEFF HELMS, PE PROJECT PRINCIPAL 36 Years; 10% or as needed	<ul style="list-style-type: none"> » Carpenter Creek at 9th Avenue Stormwater Treatment Vault, Pensacola, FL. Project Manager » Metron Estates Drainage Design, Santa Rosa County, FL. Project Manager » RESTORE Consultant, Santa Rosa County, FL. Project Manager 	<ul style="list-style-type: none"> » BS, Civil Engineering » Professional Engineer: FL, 46322
DON BLANCHER, PHD, BCES QA/QC 43 Years; 1%	<ul style="list-style-type: none"> » The City of Mobile, Perch Creek Hydrologic Restoration Study, Mobile, AL. Lead Scientist » Graveline Bay Marsh Restoration Project, Dauphin Island, AL. Project Scientist » Perdido Pass Navigation and Perdido Island Restoration, Orange Beach, AL. Program Manager and Project Scientist 	<ul style="list-style-type: none"> » PhD, Environmental Engineering Sciences » Board Certified Environmental Scientist
CHRIS STREB, PE QA/QC 27 Years; 1%	<ul style="list-style-type: none"> » Crofton Tributary Stream Restoration, Anne Arundel County, MD. Project Engineer » Barberry Woods Drainage Project, Charleston, SC. QA/QC » Earle Naval Station Nature-based Community Protection, Leonardo, NJ. QA/QC 	<ul style="list-style-type: none"> » MS, Biological Resources Engineering » Professional Engineer: MD, 26960
MEGAN LONG, EI WETLAND & CREEK DESIGN 8 Years; 25%	<ul style="list-style-type: none"> » McCoys Creek Phase 1 Design, Jacksonville, FL. Project Engineer » McCoys Creek Water Quality Improvement Calculations, Jacksonville, FL. Project Engineer and Task Manager » Stacy R. White Preserve Stream & Riparian Wetland Restoration, Hillsborough County, FL. Project Engineer & Task Manager 	<ul style="list-style-type: none"> » MS, Civil Engineering » Engineer Intern: 1100024740
TIFFANY MILLER WETLAND & CREEK DESIGN 21 Years; 25%	<ul style="list-style-type: none"> » McCoys Creek Stream Restoration & Trail Design, Jacksonville, FL. Technician » Stacy R. White Preserve Stream & Riparian Wetland Restoration, Hillsborough County, FL. Technician » Offsite Bowlegs Stream and Wetland Restoration, Polk County, FL. Technician 	<ul style="list-style-type: none"> » AS, Computer Aided Drafting & Design
KEVIN HANEGAN, PHD, PE WETLAND & CREEK DESIGN 13 Years; 5%	<ul style="list-style-type: none"> » Dauphin Island Causeway Shoreline Restoration, Mobile County, AL. EOR » Graveline Bay Marsh Creation Project, Dauphin Island, AL. Coastal Modeler » Lightning Point Living Shoreline Restoration, Bayou La Batre, AL. Modeler 	<ul style="list-style-type: none"> » PhD, Coastal Hydrodynamics and Morphology » Professional Engineer: LA, 0041433
ALEX WELFLE, PE CIVIL DESIGN; UTILITY & FDOT COORDINATION 12 Years; 10%	<ul style="list-style-type: none"> » Carpenter Creek Headwater Water Quality and Park Improvements, Escambia County, FL. Project Engineer/Assistant Project Manager » Pea Ridge Connector Design, Santa Rosa County, FL. Design Engineer » Randy Brown Road Extension, Santa Rosa County, FL. Civil Engineer 	<ul style="list-style-type: none"> » BS, Civil Engineering » Professional Engineer: FL, 86552
JASON RIPLEY, PE CIVIL DESIGN; WATER QUALITY & H&H MODELING 22 Years; 10%	<ul style="list-style-type: none"> » Carpenter Creek Headwater Water Quality and Park Improvements, Escambia County, FL. Civil Engineer » Alabama Connecting Coastal Waters, Baldwin County, AL. Civil Engineer » Gaberonne Swamp Drainage Improvements, Pensacola, FL. Design Engineer & EOR 	<ul style="list-style-type: none"> » BS, Civil Engineering » Professional Engineer: FL, 68328
KELLI CUNNINGHAM AIA, ASLA, PLA COMMUNITY ACCESS & RECREATION DESIGN 9 Years; 10%	<ul style="list-style-type: none"> » Norfolk National Disaster Resilience (NDR) Ohio Creek Watershed Project, Norfolk, VA. Designer » Gentilly Resilience District, New Orleans, LA. Architect & Landscape Architect » Resilient Bridgeport, NDR Flood Risk Reduction Project, Bridgeport, CT. Project Manager » Lillian Swamp/Bronson Field Multi-Component Project in Upper Perdido Bay, AL/FL. Designer & Landscape Architect 	<ul style="list-style-type: none"> » MArch, Architecture » MLA, Landscape Architecture » Registered Architect: LA, 9096 » Professional Landscape Architect: LA, 181237

NAME, ROLE, YRS. EXP., TIME	RELEVANT EXPERIENCE	EDUCATION & CERTIFICATIONS
BRUCE BRODSKY, RLA COMMUNITY ACCESS & RECREATION DESIGN 29 Years; 10%	<ul style="list-style-type: none"> » Corinne Jones Park, Pensacola, FL. Site Planning and Landscape Architecture » Admiral Mason Park, Pensacola, FL. Project Manager/Landscape Architect » Bill Gregory Park and Pond, Pensacola, FL. Landscape Architect 	<ul style="list-style-type: none"> » MLA, Landscape Architecture » Registered Landscape Architect: FL, LA0001742
KEVIN DAVENPORT, PE UTILITY & FDOT COORDINATION 35 Years; 5%	<ul style="list-style-type: none"> » City of St. Augustine General Engineering Services, St. Augustine, FL. Client Service Manager » St. Johns County Utilities General Engineering Services, St. Johns County, FL. Client Service Manager 	<ul style="list-style-type: none"> » MS, Construction Engineering and Management » Professional Engineer: FL, 48894
CHERYL HARRELSON, PH CONSTRUCTABILITY REVIEW 36 Years; 5%	<ul style="list-style-type: none"> » Blue Spring State Park Spring Run Bank Stabilization, Orange City, FL. Senior Technical Reviewer » Hopewell/Kingsford Wetland Connection Retrofit Designs, Hillsborough, Polk, & Hardee Counties, FL. Senior Technical Reviewer 	<ul style="list-style-type: none"> » BS, Watershed Science » Certified Professional Hydrologist: 1454
TOM MACHINSKI CONSTRUCTABILITY REVIEW 35 Years; 5%	<ul style="list-style-type: none"> » South Hillsborough County Pipeline Construction Manager at Risk Project for Tampa Bay Water, Hillsborough County, FL. Senior Project Advisor » Disney's Animal Kingdom Expansion, Lake Buena Vista, FL. Superintendent 	<ul style="list-style-type: none"> » BS, Construction Science » Licensed General Contractor: GC13000077
GERALD SONGY, PE BID SUPPORT & CONSTRUCTION OVERSIGHT 10 Years; As Needed	<ul style="list-style-type: none"> » Three Mile Creek Hydraulic Restoration, Mobile, AL. Project Manager & EOR » LaBranche Shoreline Protection (PO-0194) and Maintenance Lift Project, LA. Lead Coastal Engineer » Bucktown Living Shoreline and Marsh Creation, Jefferson Parish, LA. Coastal Engineer 	<ul style="list-style-type: none"> » MS, Coastal & Marine Engineering & Management » Professional Engineer: LA, 44760
MIKE HEUBSCH, PE BID SUPPORT & CONSTRUCTION OVERSIGHT 16 Years; As Needed	<ul style="list-style-type: none"> » Pass A'Loutre Disposal Area Maintenance and Marsh Creation, MS. Construction Site Manager » Ship Island Mississippi Phase 1, Ship Island, MS. Construction Site Manager » Avon and Buxton Beach Renourishment, Avon and Buxton, NC. Construction Site Manager 	<ul style="list-style-type: none"> » BS, Civil Engineering » Professional Engineer: AL, PE53950
MITCHELL SMITH, PE GEOTECHNICAL ENGINEERING 40 Years; 1%	<ul style="list-style-type: none"> » Carpenter Creek Headwaters Project, Escambia County, FL. Principal Engineer / Geotechnical Engineer of Record (EOR) » Baywoods Gully Reconstruction, Pensacola, FL. Principal Engineer / Geotechnical EOR » Baywoods Gully Mitigation Area 3, Pensacola, FL. Principal Engineer / Geotechnical EOR 	<ul style="list-style-type: none"> » BS, Civil and Geotechnical Engineering » Professional Engineer: FL, 43416
STEVE RABBYSMITH, RPA CULTURAL RESOURCES 29 Years; 1%	<ul style="list-style-type: none"> » Phase I Cultural Resource Assessment Survey for the Pensacola Bay Living Shoreline Project, Escambia County, FL. Project Manager » Phase I Cultural Resource Assessment Survey of the Hollis T. Williams Stormwater Park, Escambia County, FL. Project Manager/Principal Investigator 	<ul style="list-style-type: none"> » MA, Historic Preservation » Register of Professional Archaeologists: 16168
KATE WILLIS CULTURAL RESOURCES 15 Years; 1%	<ul style="list-style-type: none"> » Phase I Cultural Resources Desktop Analysis for the Florida Gulf & Atlantic Railroad Florida Panhandle Resiliency and Connectivity Project, Multiple Counties, FL. Lead Architectural Historian » Phase I Cultural Resource Assessment Survey of SR 173 from SR 30 to SR 297, Escambia County, FL. Lead Architectural Historian 	<ul style="list-style-type: none"> » MPS, Preservation Studies
JEFF KOESTER SURVEY 28 Years; 1%	<ul style="list-style-type: none"> » Watershed Drainage Basin Studies, Santa Rosa County, FL. Survey » Red Hills Conservation Area, Leon County, FL. Survey » International Paper Company Monitoring Wells Site, Pensacola, FL. Survey 	<ul style="list-style-type: none"> » AS, Mechanical Drafting

NAME, ROLE, YRS. EXP., TIME	RELEVANT EXPERIENCE	EDUCATION & CERTIFICATIONS
THOMAS MEAD, PSM, PLS SURVEY 40 Years; 1%	<ul style="list-style-type: none"> » Blackwater Watershed Project, Milton, FL. Survey » Carpenter Creek at SR 291, Pensacola, FL. Survey » Rainbow River Watershed Drainage Structure Inventory, Marion County, FL. Surveyor » Econfina Creek Elevation Survey Transects, Fountain, FL. Survey 	<ul style="list-style-type: none"> » Professional Surveyor and Mapper: FL, LS5624
YOVANNI CATANO, PHD, PE, BC WRE, CFM WATER QUALITY & H&H MODELING 25 Years; 5%	<ul style="list-style-type: none"> » South Florida WMD; Lake Rousseau Reservoir Model, Lower Withlacoochee Model Development; FL. Senior Technical Reviewer » USACE-CAR Caño Martin Peña Ecosystem Restoration, San Juan, PR. Modeling & Scour Protection Design Lead » Sediment Transport Studies to Assess Downstream Sediment Potential During Construction of the Guadalupe Dam Seismic Retrofit Project, Santa Clara, CA. Senior Technical Reviewer 	<ul style="list-style-type: none"> » PhD, Environmental H&H » Professional Engineer: MA, 50515 » Board Certified Water Resources Engineer » Certified Floodplain Manager
FRANCESCA LAUTERMAN WATER QUALITY & H&H MODELING 13 Years; 5%	<ul style="list-style-type: none"> » Phillippi Creek Water Quality Improvement Calculations, Sarasota, FL. Project Scientist » Nutrient Source Tracking Study for McKay, Allen's, and Curlew Creeks, Pinellas County, FL. Project Scientist » Alafia River Watershed Restoration Plan, Riverview, FL. Project Scientist 	<ul style="list-style-type: none"> » MS Conservation Biology
ANGELA KYLE ENGAGEMENT; ACCESS & ACQUISITION 15 Years; 15%	<ul style="list-style-type: none"> » Carpenter Creek Restore the Watershed Community Engagement & Advocacy, Pensacola, FL. Community Engagement » Bruce Beach Downtown Waterfront Revitalization Plan, Pensacola, FL. Community Engagement » Strive to Thrive Pensacola 2035, Pensacola, FL. Community Engagement Strategist and Volunteer Organizer 	<ul style="list-style-type: none"> » Master of Sustainable Real Estate Development » MBA, Business Administration
ANNA MUESSIG ENGAGEMENT 23 Years; 5%	<ul style="list-style-type: none"> » Pensacola Strategic Plan, Pensacola, FL. Planner » Boston Greening While Growing Boston, MA. Planner » Placemaking & Connectivity Action Plan, Houston, TX. Planner 	<ul style="list-style-type: none"> » MCP, City Planning
MEG GOECKER ACCESS & ACQUISITION; PERMITTING 22 Years; 10%	<ul style="list-style-type: none"> » Dauphin Island Causeway Shoreline Restoration, Mobile County, AL. Client Manager » Lightning Point Living Shoreline Restoration and Managed Access, Bayou La Batre, AL. Project Manager » Lower Perdido Island Restoration Project, Orange Beach, AL. Project Manager 	<ul style="list-style-type: none"> » MS, Marine Science
KRISTEN NOWAK, PWS MAINTENANCE, MONITORING, & QUALITY ASSURANCE PLANNING 19 Years; 5%	<ul style="list-style-type: none"> » Middle Suwannee River Outstanding Florida Springs Geomorphic Assessment, FL. Senior Scientist » Stacy R. White Preserve Stream & Riparian Wetland Restoration, Riverview, FL. Senior Scientist » Hopewell/Kingsford Wetland Connection Retrofit Designs, Hillsborough, Polk, & Hardee Counties, FL. Senior Scientist 	<ul style="list-style-type: none"> » MS, Environmental Engineering Sciences » Professional Wetland Scientist: 2383
JOE BERG, CERP, PWS, CSE MAINTENANCE, MONITORING, & QUALITY ASSURANCE PLANNING 40 Years; 5%	<ul style="list-style-type: none"> » Spa Creek Stream and Wetland Restoration Design-Build, Anne Arundel County, MD. Project Manager » Bacon Ridge Branch (Elks Camp Barrett) Stream Restoration MDOT SHA Total Maximum Daily Load (TMDL), Anne Arundel County, MD. Principal in Charge » Crofton Tributary Stream Restoration, Anne Arundel County, MD. Wetland Delineation and Stream Restoration Design 	<ul style="list-style-type: none"> » MS, Ecology » Certified Ecological Restoration Practitioner » Professional Wetland Scientist » Certified Senior Ecologist

EXPERIENCE WITH SIMILAR PROJECTS

Our experience with similar projects is noted in Section 4 References and the Team Member Qualifications Section above. Collectively, we have experience designing and implementing nearly 50 highly successful and precedent-setting stream restoration projects in Florida alone, complemented by 50+ ecosystem restoration projects throughout the Gulf Coast.

EXPERIENCE WORKING TOGETHER ON SIMILAR PROJECTS

M&N has established successful working relationships with each of our team members and a long history of collaboration. For this project, we're bringing the gang back together—the original "creek geeks" are reunited to finish what we started and restore the creek's ecological function and cultural significance. Sophie Riedel worked closely with team members from **Black & Veatch** (including John Kiefer and the stream team) and **Angela Kyle** to translate their technical understanding of the creek into section drawings for public use, interviewed the team for Volume 1 of the "Creek Geek Series" and later worked with the stream team again on McCoy's Creek as lead landscape and public access designer of Phase 2.

M&N and **Biohabitats** are engaged in a mentor-protégé relationship, leveraging our respective expertise in restoration science and ecological engineering. We are currently working together on the Lillian Swamp/Bronson Field Multi-Component Project in Upper Perdido Bay, where we are collaborating to conserve and restore this critically important interstate watershed straddling the Alabama and Florida state lines. We have also collaborated on the Japhet Creek project along Buffalo Bayou in Houston and the Charleston Water Plan.

M&N is currently working with **SEARCH** on the Aloe Bay Living Shoreline and the Upper Mobile Bay Beneficial Use Wetland Creation Site projects. We previously worked together on the Dauphin Island West End Back-Barrier project, the first phase of a multi-phase restoration effort aimed at restoring back-barrier beach and dune habitat on the northwest end of Dauphin Island, Alabama.

Backed by many years of experience working together, **SSMC** and **Tierra** worked with M&N on the Engineering Design Services for the Olive Road Street Improvement Project, which is along the Carpenter Creek corridor. Tierra also worked with M&N on the Carpenter Creek Headwater Water Quality and Park Improvements project.

In the fall of 2024, as the culmination of a six-month planning process, the City of Pensacola unveiled Strive to Thrive 2035—Pensacola's first-ever Citywide Strategic Plan. The plan was produced in collaboration with global design and strategy firm **Gehl**, which **Angela Kyle** supported as a Community Engagement Strategist and Volunteer Organizer.

WHY THE M&N TEAM?

INSTITUTIONAL KNOWLEDGE OF THE PROJECT AREA

Our team provides a continuity of service unmatched by other teams.

This experience with the WMP allows us to leverage the momentum gained during the planning phase of the project to seamlessly and efficiently advance the restoration of Carpenter Creek with consideration for lessons learned, new information gained in the interim, and the PPBEP vision.



PROJECT UNDERSTANDING

This project will continue the work started during the WMP to elevate and increase the importance, awareness, and understanding of environmental quality—through equitable public engagement and an evidence-based design process rooted in technical expertise. Our stream team is building upon the foundation established during WMP development, where we designed a dimensionally correct mapping of the maximum potential natural channel restoration alignment

between Interstate 110 and 12th Avenue. This alignment consists of five functional process zones (FPZ), each with its own combination of stressors and capacity to contribute to the overall resolution of keystone watershed issues, including stream erosion, hillslope failure, pollutant loading (sediment, nutrients, bacteria), flooding, harsh stormwater system interfaces with the creek, long-term aquatic habitat degradation, and discontinuity of recreational opportunities along and within the water. Our plan going forward is to arrive at a cost-effective integrated solution that adaptively

navigates various real estate, utility, and biophysical challenges in the design domain, with a keen eye toward future-proofing the project from projected development and storm intensification in the watershed as well as sea level rise. We will design to match the scope and scale of the solution to that of the problems.

When the WMP was complete, our team stayed the course, furthering a deep understanding of the creek and its habits over the last couple of years with regular site visits. We know which areas of the creek are most vulnerable to slope failure,

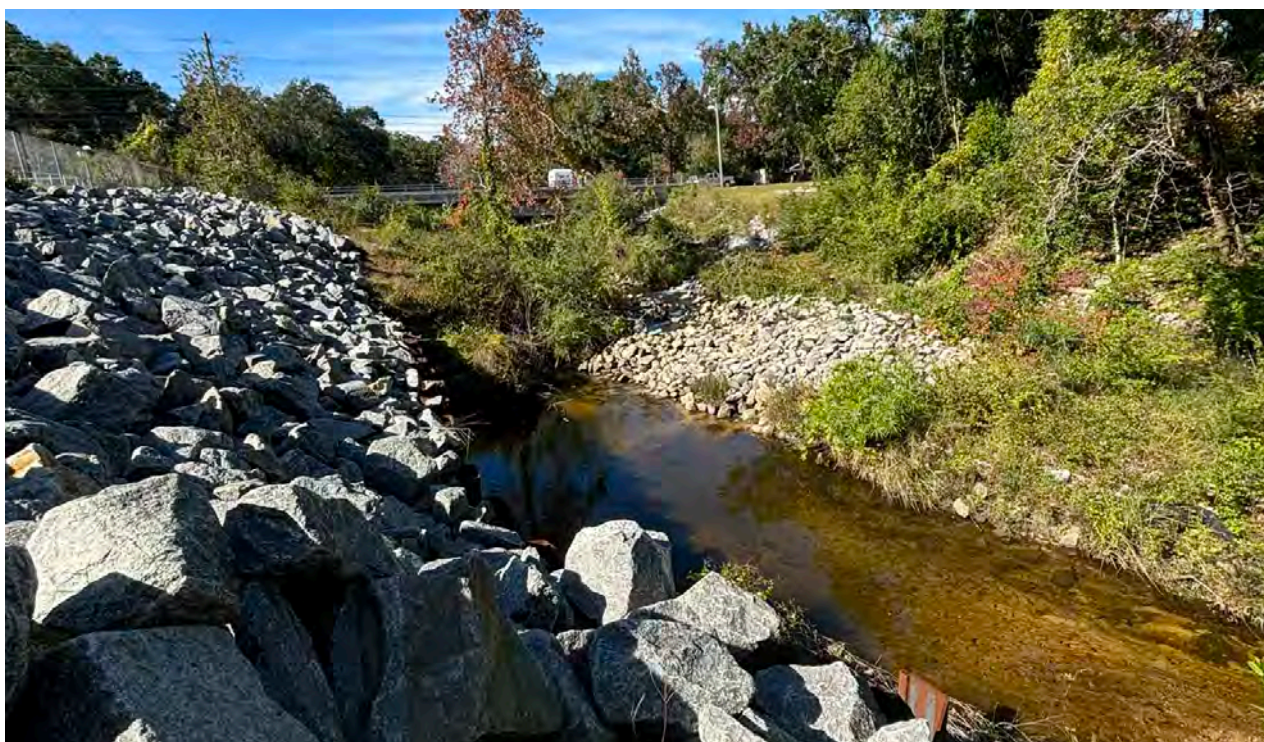


what questions to investigate more deeply, and who to talk to. Below, we have listed some key characteristics for each FPZ, working our way south to Bayou Texar. We extended and redefined the reaches as described in the WMP based on our evolved understanding of the project area:



THE CREEK AT STERLING HILLS FROM INTERSTATE 110 TO DAVIS HIGHWAY

This stretch represents the transition from a wider forested floodplain into a more constrained urban condition and requires a diverse set of approaches to restoration. Early efforts to identify conservation and management techniques to restore this bottomland floodplain habitat on the undeveloped land to the north, including targeted invasive plant removal, would prevent downstream impacts on the watershed. Continuing south, stormwater treatment and existing infrastructure retrofits at outfalls and adjacent ponds would improve water quality and dissipate the peak flows eroding the creek's banks. Early stakeholder engagement with representatives of the County, Sterling Hills apartments, the national retail chains to the north, and residents to the south (currently stilted over the creek) would seek to build a shared understanding of creek health today with an active listening session to ground truth our assumptions and establish priorities—laying the groundwork for exploration of programmatic opportunities and access negotiations.



THE CREEK FROM DAVIS HIGHWAY TO AIRPORT BOULEVARD

In the most pressing need for resiliency-focused restoration, this unstable and constrained corridor has been systematically and significantly eroding since modification in the 1970s. The creek traverses an abrupt elevation change as it flows under Davis Hwy and to Airport Blvd. This creates powerful flows amplified by large storms that collapse the steep valley hillslopes. The reach requires a hybrid solution to restoration that goes beyond simple natural channel design and integrates the existing hardened edges with nature-based energy dissipation, reforestation, internal slope strengthening, and rigorous grade control treatments. Restoration of the stream valley would be founded on terrain-building and afforestation that harness natural processes to create stable, high-quality habitat within this reach. Improved integration with adjacent stormwater ponds is also critical for addressing groundwater and surface water erosional processes and pollutant loads to help reduce loads carried downstream.

THE CREEK FROM AIRPORT BOULEVARD TO BAYOU BOULEVARD

A large City-owned parcel to the north of the creek creates the potential for community resilience, pairing green infrastructure with public access and recreation improvements. The potential for partnership with the Sacred Heart Memorial Hospital Complex could be explored for potential low impact development (LID) improvements to treat stormwater and nature trail development for direct health benefits. Natural channel restoration will be maximized for improved stability and environmental benefits.



THE CREEK FROM BAYOU BOULEVARD TO 9TH AVENUE

Aunt Jennie's Swimming Hole is the heart of the cultural landscape of Carpenter Creek, a historic place of community gathering in and along the water. Through thoughtful engagement with community leaders led by Angela Kyle, the team will draw out a concept for re-establishing this historic community asset. There is an opportunity, through innovative fluvial re-patterning, to recreate the swimming hole as a cultural and recreational amenity, using channel bend geometry to create a self-sustaining natural pool opposite a sandy/gravel point bar. Existing easements between Bayou Boulevard and 9th Avenue present an opportunity for access

paths among the restoration areas and adjacent ponds, providing a viewing platform at the swimming hole and commemorative signage or art, connecting Pensacolans with the creek's history. Currently, kayakers coming upstream from Bayou Texar cannot make it much further than 9th Avenue. Natural channel restoration could extend the navigable area, connecting this cultural resource not just by trails on land but also by water. Adjacent big-box retailers east of the creek may be incentivized to upgrade their parking lots to incorporate a trailhead and LID stormwater improvements as interest in this area increases.



THE CREEK FROM 9TH TO 12TH AVENUE

The bay swamp seen from the North 12th Avenue bridge is in good health today. However, as the relative sea level rises and the salinity levels with it, these downstream ecosystems are susceptible to retreat if not properly managed (becoming a ghost forest and succumbing to marsh or open water). In close coordination with PPBEP, the stream team would seek to establish priorities for this area in the future, weighing factors such as navigability for kayaks versus salinity tolerances. For example, we can deliver a system that creates a beautiful, kayakable, gravel bed stream channel today that honors and preserves the existing western bay swamp for as long as it will otherwise last. As the sea level rises over the next few decades, terracing could allow those ecosystems to migrate, occupying a pre-contoured surface designed to provide a wider tidal creek and marsh. Another subtle but powerful fluvial patterning, like establishing a series of compound bends rather than alternating bends in the meandering path, would be valuable in this area—utilizing previously disturbed lands to the east and minimizing tree removal and construction in the softer areas to the west.

PROJECT APPROACH

APPROACH OVERVIEW

Our watershed-based approach is to restore the Carpenter community and renew the environmental quality of the system, revive historic function and beauty for the local community, and allow the creek to meaningfully support a resilient future. We have established a phased approach to take impactful measures in the regions of the creek that require urgent attention as part of a holistic solution. Our workflow is modular to support negotiations, emerging objectives, and the evolution of the project while simultaneously achieving a swift schedule. The approach uses the progress to date, institutional knowledge, and practical experience of the individuals who developed the WMP and now compose our team. Building on the momentum garnered during the planning phase, we aim to efficiently continue from where the WMP concluded, progressing the restoration of Carpenter Creek while considering lessons learned, new insights acquired during the interim, and the vision of the PPBEP. We intend to work as an extension of PPBEP staff in the long-term support of the program's mission and growth while developing a compelling and implementable project.

TASK 1. DESIGN

This task is the logical extension of the natural channel restoration plan we created during the WMP. That design foundation enables us to immediately focus on refinement, benefits of alternatives, and value-added engineering. Through our work on the precedent-setting Florida urban stream restoration of McCoys Creek and other Florida projects, we have learned how best to integrate the design, engagement, land and utility negotiations, and grant deadlines. Our integrated approach compressed the time from concept to implementation in roughly half of industry norms, and it applies well to the similarly scoped and scaled Carpenter Creek restoration project.

To kick off the design task, our team will develop a workshop with PPBEP to engage with invited stakeholders and achieve a common understanding of project goals, prioritize outcomes, and discuss the strategies needed to achieve project benefits in a timely and rigorous fashion. This establishes the consultant team as an extension of PPBEP staff and in a manner that elevates PPBEP's program. The team will integrate stakeholder and community input to generate momentum and buy-in and foster champions of the project. See Task 4: Community Engagement for more.

Design standards development will provide aesthetic consistency to all areas of the Carpenter Creek restoration and focus on consideration of the public access components, including material palette and patterning, furnishings, and signage. Additionally, Gehl will advise on consistency with the City's Strategic Plan, Strive to Thrive. The team will simultaneously set the ecological and engineering framework for the design, marshaling our extensive experience in creating beautiful, functional stream restorations that are resilient to hurricanes, yield enhanced connectivity and function to riparian and wetland habitats, and support fish passage and submerged aquatic vegetation habitat. The conceptual design refines holistic treatment decisions we developed in the WMP, updates and describes coordination with the watershed process, including bacterial loads, and continues to tap our class-leading and often innovative approaches to marshaling stream restoration for Florida resiliency. The conceptual plans will map areas of uncertainty and provide illustrations to support property owner decisions. These illustrations and concept designs will be part of public outreach materials moving forward. The design task will begin utility coordination with FDOT and Emerald Coast Utilities Authority to assure compatibility of current and future assets those agencies own and operate.

The design standards and refined conceptual plan will be documented as a chapter in the Basis of Design Report. The Basis of Design Report is considered a living document that can be drawn upon for a variety of project purposes, including

MITIGATING POTENTIAL CHALLENGES

Due to the importance of the Carpenter Creek restoration project to the Pensacola Community and the number of roadway creek crossings (I-10, I-110, Davis Highway, Airport Boulevard, Bayou Boulevard, 9th Avenue, and 12th Avenue), our team will request FDOT District 3 Secretary, Phillip Gainer, to assign a dedicated FDOT manager to the project. This will ensure continuous, consistent communication and engineering feedback from a critical partner. The goal will be to have zero surprises regarding design concepts. Through M&N's FDOT D3 General Consultant contract, Project Principal Jeff Helms and Civil Designer/Utility & FDOT Coordinator Alex Welfe will obtain all bridge hydraulic reports and associated roadway construction plan/elevation drawings necessary to feed the hydraulic modeling efforts.

permitting and grant submittals, and as a resource for similar future projects in this watershed and in others within PPBEP's service area. Its primary benefit is to provide technical guidance and a compass for how to most efficiently marshal benefits and adapt to changing conditions as data collection, community needs, and real estate access inform them.

The RFQ requests scoping three design alternatives. This could be conducted at a conceptual level for 30% design, comparing the benefit-cost of the maximum restoration approach of the entire project area defined in the WMP, a more refined restoration with greater emphasis on in-situ stabilization via hard armoring or soil bioengineering, and the "do nothing" alternative. These total conceptual alignment alternatives will not easily capture the nuances of design dependency on land access, and we recommend a more integrated and iterative

approach to alternatives throughout the design phase. Natural channel design is less likely to apply along areas where failed private property negotiations restrict access. Variants on alternatives would best be considered as nested solutions where each part of the alignment receives the necessary and best available alternative based on the sufficiency of land availability, constructability, biophysical integrity, landowner acceptance, full life cycle costs, recreational and habitat continuity, risk, and resiliency.

To maximize the use of the available design budget, we propose design progression after the completion of 30% design, whereby areas with certainty of land access are more fully advanced than areas with extended negotiations and that the design commences in areas identified as essential and beneficial in the land acquisition plan. Each construction phase will be designed to function in a standalone fashion and as part of a cumulative whole. Priority will be given to the most impacted areas. For example, in our McCoys project, the first phase of construction was implemented before the final phase was completely designed. It is already providing the first suite

of flood and habitat benefits to meet the community's needs and compliance with grant agency schedules.

The design of each phase of Carpenter Creek will progress along the 60, 90, and 100% sequence for reaches where access is available or trend toward known availability once a minimum threshold of the available work area is attained. If negotiations linger on some parcels, that phase will be tabled until they are resolved. This modular approach to design advancement assures design funding is spent to maximize progress without useless work. It compresses the overall schedule by not allowing negotiations with a single landowner or small group of owners to slow the progress of the whole. Prior to developing the 90% documents, land negotiations will be closed, and any necessary transitions into and out of unobtained properties will be added to the 60% set for review comments.

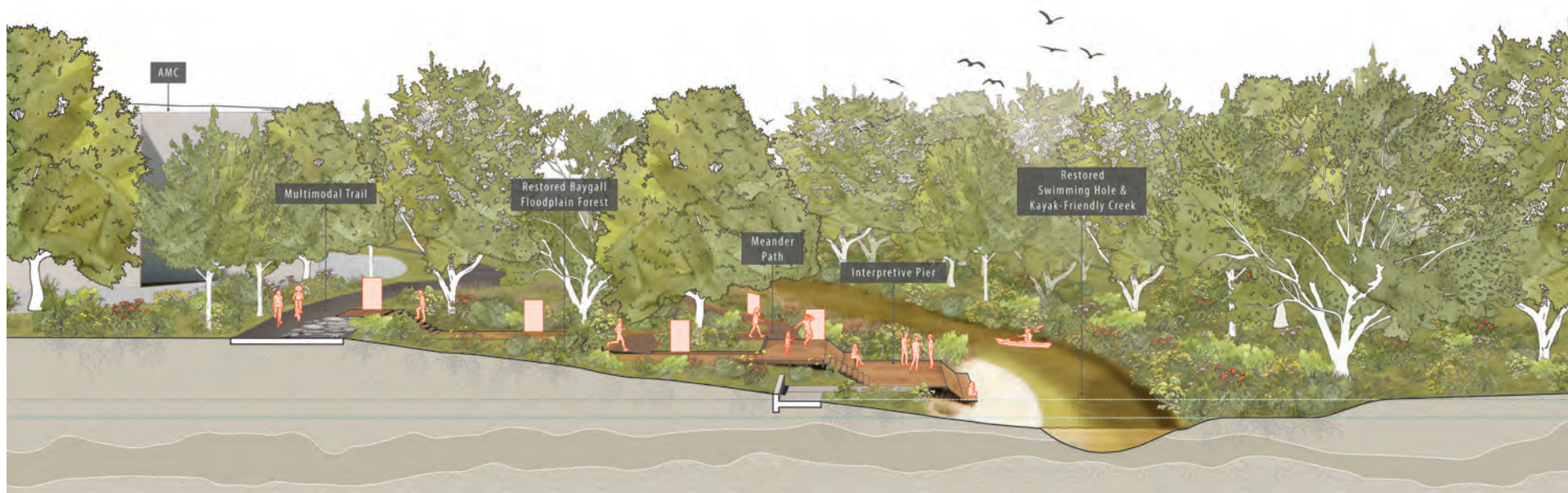
To inspire successful negotiations, we will assist community engagement directed at target landowners by several means, including developing renderings applicable to each

WHY THE M&N TEAM?

FLORIDA STREAM RESTORATION EXPERTS

Black & Veatch's experience includes getting almost 50 highly successful and precedent-setting Florida stream restorations established.

Black & Veatch's stream team members' portfolio of work includes the Carpenter Creek and Bayou Texar WMP, where they researched site history, conducted stream assessments, developed concept plans, authored water quality methodology content, and were the brain trust behind the grant that is funding the project.



construction phase as an educational tool to share what the outcome will look like. This is an essential tool for gaining landowner acceptance of work along their backyards.

An important component of our proposed design approach is future-proofing. The first aspect involves phasing construction to stabilize the areas with the greatest sediment yield and prevent any downstream work from getting buried. The second aspect involves consideration of project investments in the context of a changing climate and changing watershed, allowing for adaptable future targets. Designing for new intensity-duration curves and return intervals related to storm intensification is a numerical exercise, inputting prospective rainfall distributions into our models and iterating the designs to accommodate such storms at the desired level of service and resiliency. This will be designed to either a specific rise based on a specific point in time (e.g., predicted 2050 conditions) or perhaps at the point of a particular rise amount irrespective of time (e.g., two to three feet of sea level rise). Management activities for guiding a desirable sea level rise retreat and other climate change responses overlaid on normal operations and maintenance (O&M) activities will be developed in Task 6 Adaptive Management Plan. The design will consider which investments are best made during capital construction versus retrofit. This usually breaks down into select earthwork measures, making more sense to invest in today and periodic supplemental plantings as tipping points are reached in the existing plant communities as they unfold in the future. The idea is to build it once, build it right. Management activities for guiding a desirable sea level rise retreat and other climate change responses overlaid on normal O&M activities will be developed in Task 6. Adaptive Management Plan.

Given the adaptive design progression and potentially phased implementation, it is critical to sustain dialogue with the project team through standing monthly meetings and with the Technical Committee during quarterly meetings. Separate community workshops and standing meetings with a community/landowner committee will be supported as part of the community engagement task.

This task systematically progresses the design to take advantage of the available 24-month schedule based on momentum from innovative integration of public engagement and design; our starting point of thorough understanding of the issues, impairments, and site characteristics; and our original and progressive watershed and waterbody integration approach. In addition, we will use a proven, clear process to achieve a comprehensive suite of co-benefits and strategically obtain permissions and permits.

TASK 1. DELIVERABLES:

- » Kickoff Meeting and Workshop
- » Basis of Design Report
- » Conceptual Designs
- » Design Plans (30%, 60%, 90% and 100%)

TASK 2. DATA COLLECTION & MODELING

Data collection will first focus on acquiring, organizing, reviewing, and synthesizing the available information relevant to project success. The greatest weight will be placed on information that has been updated since our last look at the data during WMP development, as well as new information important for meeting the conceptual model objectives and translating those to design and permitting. This marshals our previous understandings and provides information for data-driven design decisions. Information gaps will be determined, and field collection efforts will be scoped and rapidly mobilized to fulfill design and permitting requirements. Data collection starts on the critical path of the overall project timeline. Therefore, our team will work closely with data owners to expeditiously obtain information. We have already begun to review some items. The data will be synthesized using our team's exceptional visualization capabilities to aid in decision-making, building stakeholder consensus, and educating the community.

Based on lessons learned during the design of the Carpenter Creek Headwaters project, we would highly recommend performing a detailed invasive species field review/mapping

PROVEN APPROACH

We typically run HEC-RAS 2D to generate shear stress and velocity distributions in the design domain. We interpret these results when determining which treatment alternatives are applicable along the alignment to evaluate project stability under bankfull, 5-year, 25-year, 100-year, and 200-year flood conditions. Hard armoring is sometimes needed where tractive forces exceed stability thresholds of soil bioengineering or natural channel design alternatives, for example. These simulations also allow us to gauge how future-proofed the design is regarding vulnerability to erosivity under storm intensification scenarios. The shear stress thresholds we use for stream restoration assessment are based on original research conducted by John Kiefer in Florida stream corridors, vetted by numerous successful implementations.

as early as possible after the notice to proceed. Identifying the invasives early will allow the development of less expensive treatment plans to eliminate invasives, as opposed to more expensive removal during construction. Additionally, early identification will allow quantification and budgeting for pursuing separate grant funding to address invasives comprehensively within the project limits. Illegal dumping along the creek was also a significant issue. Any dumping areas will be identified and mapped as part of the invasive species field review efforts. Again, there are specialized companies that perform waste removal in existing wetland areas. Early identification will allow for grant funding opportunities.

Several types of numerical modeling and predictive calculations are required to design with rigor, predict benefits and risks, and document the permitting requirements of

the project. These include hydrology & hydraulics (H&H), erosion and sedimentation, slope stability, and water quality investigations. Selected modeling approaches vary substantially in terms of timeline and cost, so our approach has been curated over many years to keep both to a minimum while also resulting in a defensible product.

We propose running the existing ICPR model for the watershed, which is held by Escambia County. It incorporates most of the stormwater management systems in the watershed and can be used to compare a suite of standard design storms and explore integrated approaches with them. Our team worked with modelers to include the preliminary stream restoration design in a flood study utilizing that model. This model would be used to support the Federal Emergency Management Agency (FEMA) documentation and Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision submittals as applicable.

For stream restoration work, we typically use a simple model to address the sufficiency of design for sediment transport capacity and continuity. This model utilizes Rosgen's useful and efficient FLOWSED/POWERSED tool. That software was developed to test various design cross-sections regarding their ability to pass sediment loads. We will use this software to inform such decisions regarding sediment transport sufficiency.

Another component of sediment dynamics is slope stability, which is a critical consideration for Carpenter Creek, especially in areas where developed properties and infrastructure occupy high bluffs along the entrenched channel. The US Department of Agriculture Bank Stability and Toe Erosion Model (BSTEM) software will be used during early design phases, and more sophisticated models may be used if significant internal slope reinforcements are needed in the design of selected areas.

A special case of slope failure prevalent in the region and observed along some specific areas of Carpenter Creek is groundwater sapping, which is the movement of sand through the embankment by concentrated groundwater flow. Over

SUCCESSFUL IMPLEMENTATION

We recently instituted 15 to 20-foot-high bluff stabilizations along an industrial detention pond using VRSS in Jacksonville, where it is diverting the groundwater flow very effectively through stable media. In addition, we have developed VRSS on a variety of lower slopes in other parts of the state where they have withstood 100- to 500-year rainfall events.

the years, we have perfected a Florida approach and a cost-effective way to manage sapping with a groundwater capture and diversion layer behind one of our most applied steep slope stabilization mechanisms, referred to as vegetated reinforced soil slope (VRSS). VRSS will factor heavily on the ability to create sufficient floodplain widths along Carpenter Creek restoration reaches. We add value to standard VRSS application by capturing and diverting the groundwater flow through biologically activated media to reduce the nitrogen loads to the creek. We can run seepage models to calculate seepage volumes and elevations in selected areas if stakeholders desire to see the results.

We could elect to include Computational Fluid Dynamics (CFD) modeling in the vicinity of Aunt Jennie's Swimming Hole. There are ways to induce and sustain pool formations in creeks, and CFD modeling will inform the best alternative for maximizing the use of the pool during safe flow conditions. This type of 3D hydraulic modeling can also account for the effect of access structures such as docks or ramps on pool sustainability.

This task addresses impairments and solutions to issues based on proposed improvements to site characteristics, provides numerical validation of various key project objectives, ties watershed process to waterbody outcomes, provides objective data-driven decisions regarding the effects of property access and other design characteristics on project outcomes,



Pollutant Reduction Experience. Stream restorations characteristically provide significant pollutant reductions. Our stream team recently set a precedent in Florida with the St. Johns River Water Management District (SJRWMD) crediting nutrient reductions for stream restoration using methods developed by the Chesapeake Bay TMDL. These methods were updated in 2021 to make them portable to a wide range of stream types, including systems like Carpenter Creek, and we will estimate the total nitrogen and total phosphorus reductions accordingly. We anticipate developing a conceptual model regarding the ways stream restoration and watershed management can reduce bacterial loads.

empowers sharing outcome results with the community, and provides submittal material for permitting agency review.

TASK 2. DELIVERABLES

- » Field Investigations: Topographic and Bathymetric Survey, Boundary Line Survey, Geotechnical Survey, Cultural Resource Survey (as needed), Submerged Aquatic Vegetation Survey (as needed), Wetland Delineation (as needed), Stormwater Systems Survey (as needed), and

- Phase 1 Environmental Assessment (as needed), Invasive Species Assessment
- » Modeling Report

TASK 3. PERMITTING & GRANT SERVICES

Our permitting team will lead the development and processing of regulatory authorizations. Our approach is proactive by starting with the end in mind. We maintain integration throughout the project by providing a permitting nexus with alternatives assessments, impact avoidance and minimization, and public/landowner outreach and coordination.

Beginning with the development of a permit matrix, our team will track all applicable local, state, and federal laws and corresponding environmental regulatory authorizations. A project introduction meeting will be requested with both the leading federal and state agencies, along with commenting agencies and offices, to introduce the project, initiate regulatory engagement, and kick-start the regulatory working group. The swift and early establishment of the working group is vital to streamline permit review and minimize requests for additional information. Working closely with the Estuary Program, our permitting team will share project details and solicit regulatory feedback at critical junctures. Agencies anticipated to be engaged include the FDEP, Florida Department of State Division of Historical Resources, FEMA, USACE, NOAA, National Marine Fisheries Service and Protected Resources, and the US Fish and Wildlife Service (USFWS).

Pre-application meetings with the USACE and FDEP will initiate the formal permit application processes. A USACE individual permit is anticipated in addition to consultations with NOAA and USFWS. We will produce the required environmental documentation, including the Southeast Regional Office Expedited Form, Essential Fish Habitat Analysis, Biological Opinion, and Environmental Assessment (as applicable). An FDEP Environmental Resource Permit is anticipated, including a Sovereign Submerged Lands Authorization (as applicable) and CZM consistency determination.

The permit application will include 60% Design, and submittal will ideally occur once landowner coordination has been completed. While the agency review timeline is subject to external factors, our team's preparation with the regulatory working group will expedite this process. Once permits are issued, our team will review them to ensure consistency with submitted documents and project commitments. A detailed review of permit conditions will be completed to create a permit compliance checklist.

The flood map change analysis will be conducted using the selected design. Based on this analysis, revisions to the Flood Insurance Rate Map (FIRM) may be requested through FEMA. M&N will prepare and process the FEMA CLOMR with the required exhibits and technical justification based on the selected design. The Online Letter of Map Change will be used in place of the mailed submittal. It will include the required elevation forms/elevation certificate, FIRM Panel/Firmette, property deed maps, and endangered species compliance documentation. Once the project has been completed, the necessary materials to complete a revision to the FIRM can be developed and submitted, if desired.

Our permitting team will ensure compliance with the FDEP grant. We have helped clients win large federal and state grants and will assist PPBEP in construction funding grant application development during project permitting and design.

TASK 3. DELIVERABLES

- » Desktop Historical Resource Assessment and Coordination with the Florida Department of State Division of Historical Resources
- » FEMA CLOMR Coordination and Submittal
- » Permit Matrix
- » Federal and State Permit Applications
- » Federal and State Permits
- » Responses to Requests for Additional Information
- » Technical Narrative for Grant Compliance and Applications

TASK 4. COMMUNITY ENGAGEMENT

This task builds on our conceptualization and participation in the effective WMP public coordination and outreach campaign. It continues the work to elevate awareness and understanding of environmental quality through equitable and integrated engagement. Building on the leadership and extensive contributions of our team to community engagement during WMP development, Sophie Riedel, the lead on engagement in the WMP, our "Creek Geeks," and partners will work closely with the PPBEP to re-establish our role as trusted social, scientific, and engineering advisors to the community. Angela Kyle will play a key role on the team, providing strategic support for the recognition of Aunt Jennie's Swimming Hole, an area of cultural significance that gained clear support for restoration and recognition through the WMP process. While the environmental threats facing the site are indeed urgent, the site is also threatened by a loss of history and culture. An existing collection of historic photos and other cultural resources relating to Carpenter Creek is housed in the University of West Florida Historic Trust archives, and there is potential for this collection to expand with public engagement. As the generation of Black community members who grew up around the creek ages, their stories and lifeways, and the spirit of inclusivity and community they created, are at risk of being lost to history. Many of the families who once shared Aunt Jennie's Swimming Hole remain settled nearby, though most have lost access to the creek.

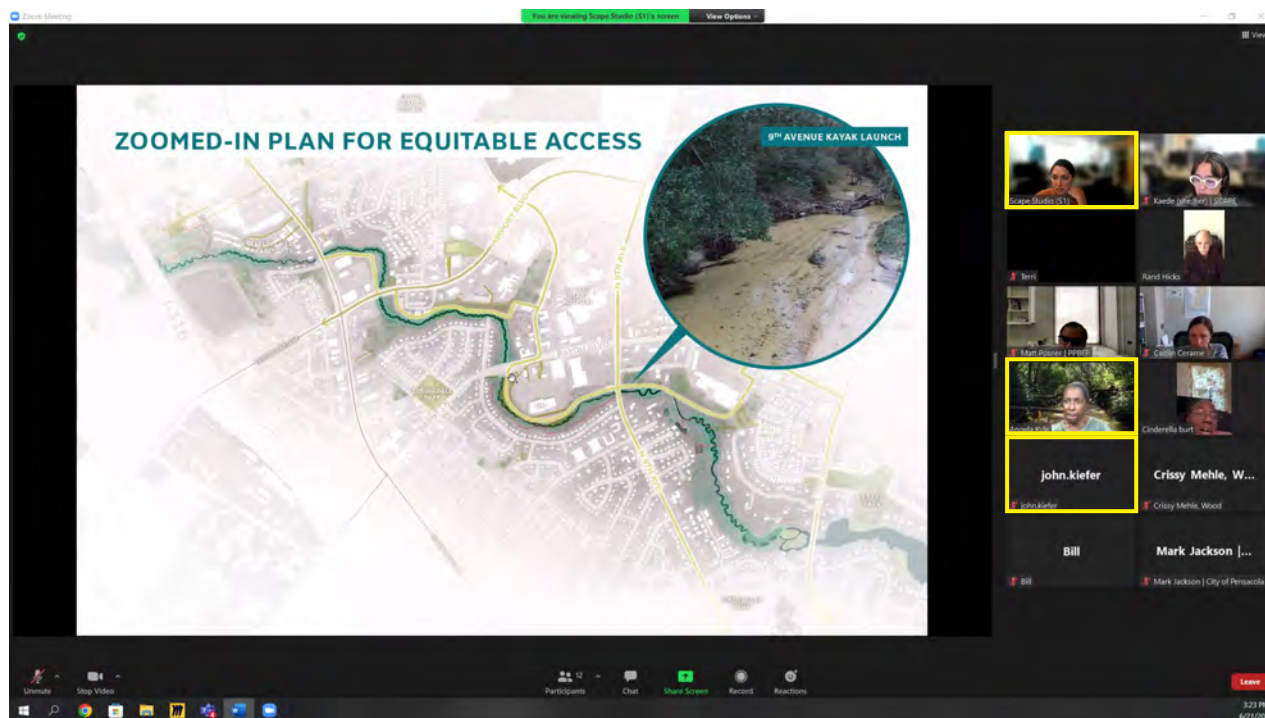
“M&N exceeded our expectations. Their staff felt fully invested in our project. **Their experience and expertise helped guide our steering committee and public input process seamlessly.** The exciting end result is a Vision Plan for Bucktown Harbor, reflective of our community, that we are eager to bring to life!”

— Jennifer Van Vrancken, Jefferson Parish Councilwoman, regarding the Bucktown Living Shoreline Feasibility, Engineering, and Design Project

STEWARDSHIP OF THE CREEK

Angela Kyle is a Pensacola native whose family history and local legacy dates to 1901. Her great-great-grandmother, Jennie Hudgins, stewarded her Creek-front property for five decades and became iconic for her association with the swimming hole that bore her name. She organized the members of New Hope Baptist on the Church's 100th founding anniversary and produced "Centennial," a documentary featuring some of the oldest living church members' first-hand experiences of the creek.

The engagement framework, identification of stakeholder groups, preferred tools, and timeline will be established with PPBEP early in the project timeline and consolidated in the community and stakeholder engagement plan. Engaging early and often, building on existing relationships and past efforts, will be key to the success of this effort—for public buy-in and fostering of local champions. Milestone updates throughout the design process and shared with a broader public provide consistent and reliable opportunities for two-way information gathering—actively listening to key issues and opportunities from the community and sharing back updates from our team. Tabling or presenting at key neighborhood meetings or nearby volunteer opportunities would be a cost-effective way to meet with interested stakeholders on their home turf and establish connections for more focused engagement opportunities with stakeholders, which may include participatory design activities with residents of a certain area of the creek to establish design standards that include elements special to them. As we learned during the WMP process and through our work on McCoys Creek, we need a plan, but we must be flexible. We are now experts at providing hybrid and virtual options. Episode three of the Creek Geeks series could showcase



Comprehensive Engagement. When our team was presented with the challenges posed by COVID-19, Sophie Riedel suggested and led digital and virtual options for engagement with the Creek Geek video series, which interviewed John Kiefer and other technical experts, directed the creation of interactive online forums, and materials for an ESRI Storymap to publicize and collect feedback on the 15 project recommendations. As depicted in the virtual session above, series participants included Sophie, John, Angela Kyle, and PPBEP's Matt Posner.

restoration activities of the Estuary Program and introduce the implementation team! We have experience creating material for online distribution, generating an online hub, utilizing interactive forms through Public Input, and creating online ESRI Storymaps to share geospatial information. We have many options, and the engagement plan will allow us to identify key methods that align with PPBEP's vision and capacity for community and stakeholder engagement.

The affected community must rally around an ambitious call to save Carpenter Creek, and the most impactful watershed improvements require extensive private property coordination. Engagement with adjacent landowners and commencement

of land access negotiations where needed occupy the project's design, permitting, and implementation critical paths and may affect the scope and scale of the outcome, including phasing and funding (See Task 5). We will work with PPBEP to identify more targeted working groups of key stakeholders and partner agencies to build a series of community/landowner committees based on phasing. Our team was built to marshal a mutual gains approach to negotiations regarding urban stream restorations where access impasse is more than a matter of simple financial transaction, and we recognize that the motivations of residential and corporate landowners are fundamentally different. There is a lot at stake for landowners, and we aim to discuss those interests and tradeoffs with them

clearly and with supporting visual aids/renderings throughout the project. The power of the mutual gains approach is that the owners themselves are likely to be the party that arrives at the creative means of the resolution.

TASK 4. DELIVERABLES

- » Community Engagement Plan
- » Milestone Updates / Public Forums
- » Targeted Stakeholder Meetings in Various Formats
- » Preparation of Workshop and Meeting Materials and Content for Distribution

TASK 5. SITE ACCESS & LAND ACQUISITION PLAN & PROPERTY OWNER COORDINATION

The team will work closely with PPBEP, the City, and the County to establish a master strategy for land access acquisition, prioritizing blocks of property in three categories proposed as essential, beneficial, and nice-to-have. Essential parcels comprise the minimum suite of lands necessary to support a stable natural channel restoration and to meet the highest priority project objectives. Beneficial parcels add tangible new and cumulative benefits to the project with high potential for return on investment but are not otherwise essential for meeting the priority objectives established in Task 1. Nice-to-have parcels also add tangible benefits but are not likely to add new benefits to those that essential and beneficial acquisitions provide.

Regarding the distinction between essential and beneficial lands, minimum lengths of natural stream restoration are necessary to ensure a resilient project operating at two important hierarchies of scale. The first is an overall percentage of the alignment. As a rough rule of thumb, at least 40% of the project length should be natural channel design to achieve stream restoration co-benefits worthy of the investment. On a more local scale, there is also an important celerity to the spacing of alternating reaches with and without stream restoration, with minimum bundles of continuous stream

bends and wider floodplains required between unrestored or hard-armored reaches. Anything less is not large enough to be self-protecting or to dissipate downstream energy and is vulnerable to erosion. As with all bundles, the bigger the bundle, the harder it is to break, so we wish to string together as many consecutive bend sequences as land access allows. We have established proven sequence combinations and developed the means to calculate them on projects subject to hurricanes in Florida. We numerically confirm the suitability of such minimum alignments using, in part, the results from 2D hydraulic models, which we run for design validation in Task 2.

These two thresholds set the minimum amount of land needed to apportion into a useful stream restoration alignment. They will be used as part of the strategy for assigning essential vs. beneficial and nice-to-have property access planning. The idea is to assign a hierarchy of strategic property groupings with priority project outcomes in mind. Once particular priority groupings are sufficiently mature in favorable negotiation, design progress will be selectively accelerated for those areas. Other variables determining those parcel priority rankings will include specific erosion hazards, ecosystem corridor continuity, cumulative thresholds for sediment and pollutant load reductions, future-proofing the system against sea level rise and storm intensification, integration of stormwater management systems, and site access for recreation and cultural values, among others.

This strategic property grouping with prioritization is just one important part of the Land Acquisition Plan. Prioritization will not matter if property owners are not willing to participate. In conjunction with Task 4, our land task lead will coordinate landholder engagement for either fee simple acquisition or conservation easement in partnership with our outreach team and locally effective Land Trusts. Many details require trusted local partners that can work with landholders to explain the benefits of land conservation (e.g., tax credits; ownership/use retention), work through the due diligence (e.g., legal requirements), and ultimately hold the land for project implementation and management. Two Land Trust partners



Acquisition and Conservation Experience. *M&N supported the City of Mobile in acquiring, restoring, and preserving intact, high-priority, undeveloped properties for conservation for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative, Phases I and II project. M&N developed a detailed habitat assessment report and a decision-making matrix to support the selection of key parcels. M&N developed restoration strategies and long-term maintenance plans for the key parcels to help meet the City's goal of providing more access to natural resources such as blueways, greenways, and biking trails.*

that actively work in Escambia County have been identified and are enthusiastic to work with the PPBEP. The Trust for Public Land (Melissa Hill) and the Georgia/Alabama Land Trust (Katherine Eddins) both hold land in the County and are familiar with the targeted project area. They will be a huge asset in engaging landholders, explaining conservation tax credits, understanding fair market values, and conducting due diligence tasks. We also have a real estate law firm on retainer to support any associated legal tasks.

Properties will be categorized based on priority hazards and erosivity, site resiliency and functional design requirements, public access, locales suitable for integrating watershed and creek improvements at the project boundary, and long-term maintenance needs. A second degree of ranking based on

willingness and property cost/value will come after landholder engagement. This strategy for grouping properties and achieving site access and land acquisition will be developed as a living document to be updated throughout the progression of the project. Our team has had a lot of success motivating property owners by listening to their concerns and articulating the benefits to them and the community in an approachable and inspiring manner. We view this experience as being on par with design prowess to achieve project success.

TASK 5. DELIVERABLES

- » Site Access and Land Acquisition Plan

TASK 6. ADAPTIVE MANAGEMENT PLANNING (RFQ TASKS 6 & 7)

Our design philosophy of starting with the end in mind also applies to data-driven adaptive management planning. This task addresses and extends the full life cycle of the project; provides the desired co-benefits; processes watershed inputs, efficacy of design, and permit compliance; and will be used to engage the public. We will develop protocols for managing, monitoring, and maintaining restored sites, and performing said monitoring in compliance with permitting and funding requirements. We will develop a Monitoring Plan, Maintenance Plan, and Quality Assurance Project Plan as needed to support the adaptability and sustainability of the restored site. The plans will be developed to inform project performance and allow for as many passive stream adjustments as can be accommodated, with direct intervention as needed.

Our plans take into consideration three main monitoring and maintenance timeframes: establishment, sustaining, and climate adaptation. The establishment timeframe incorporates the construction contractor's warranty period for early succession management of the owner's forest and wetland vegetation. The sustaining timeframe considers nuisance species management and erosion patching on a preemptive and early intervention basis for cost-effective long-term management. The climate timeframe considers planned habitat migration and recovery. Consideration of these three

timeframes emphasizes coordination of direct intervention in response to impact and recovery trends, allowing for as many natural system adjustments as are beneficial.

TASK 6. DELIVERABLES

- » Monitoring Plan including a QAPP
- » Maintenance Plan

TASK 7. BID PACKAGE (RFQ TASK 8)

We will develop prequalification language for construction contractors, participate in a mandatory pre-bid site visit and project Q&A session, address requests for clarification, and assist with contractor selection (if desired). Prior to bidding, we will develop project descriptions, plans, and technical specifications with clear intentions and reasonable tolerances to attract qualified and diligent bidders and to help assure all bidders are likely to have a common understanding of project requirements and bid in a fair and well-informed fashion. We understand the uncertainties in stream restorations that can drive up bids if left intrinsic to common line items. We are experienced in developing related bid items as separate contingency budgets to be explicitly included in each bid. That helps ensure that the PPBEP only pays for what is needed.

TASK 7. DELIVERABLES

- » Contractor Prequalification Criteria (optional)
- » Contract Documents Package
- » Bid Tabulations with Pay Item Descriptions
- » Requests for Information and Addenda Response
- » Contractor Ranking and Selection (optional)

TASK 8. PROJECT COORDINATION (RFQ TASK 9)

Thorough coordination will be integrated into each task for effective communication and a clear understanding of the project's goals and progress. At a minimum, our project manager and task leads will have monthly meetings to discuss progress, review deliverables, and establish the next steps. We will develop meeting minutes and action items to ensure the

project team is well-informed throughout the design process.

The project team will sustain dialogue with stakeholders through participation in board, committee, and workshop meetings as deemed appropriate by the PPBEP. Separate community workshops and perhaps standing meetings with a community/landowner committee will be supported as part of the community engagement (Task 4), and utility and FDOT coordination will be supported as part of the design (Task 1).

TASK 8. DELIVERABLES

- » Meeting minutes and action item lists associated with coordination meetings

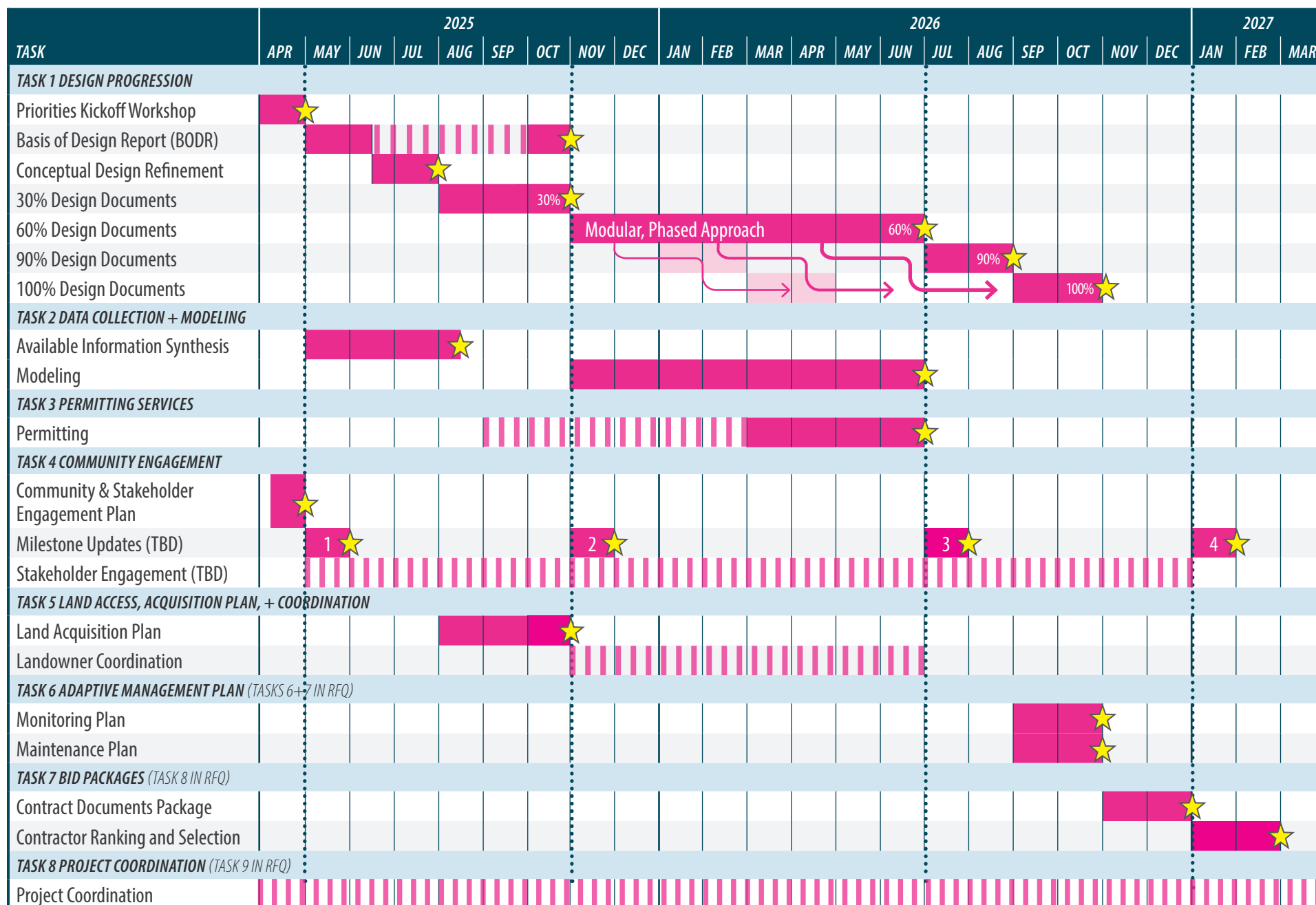
TASK 9. CONSTRUCTION OVERSIGHT (OPTIONAL, RFQ TASK 10)

We typically scope, budget, and schedule construction oversight after the design is finalized and prior to bidding. The scope is also rather client-specific, with some owners or project sponsors taking on many of these responsibilities in-house. Our team was built to provide anything from milestone or specified inspections and guidance to comprehensive daily oversight from local engineers, technicians, and scientists. Adaptation during construction is almost always required due to the large-scale and complex legacies of lands in the urban core, and sometimes, design during construction is necessary. For these reasons, it is often the most efficient and time-effective way to engage the design team during construction.

We have supervised and trained nine construction companies on the job regarding the nuances and essentials of Florida stream system and soil bioengineering construction, helping them to consistently deliver compliant and successful projects on schedule and budget on close to 50 stream restorations in Florida and counting. This experience is well worth the investment in our team—build it once, build it right.

This task provides confidence that the contractor constructs the project in accordance with project objectives without cost or schedule overruns, in a manner acceptable to the public, and meeting all grant and permit criteria.

PROJECT SCHEDULE



Continuous Effort
 Periodic Meetings or Updates within Indicated Duration
 Project Deliverables (Detailed in the Project Approach)

JACKSONVILLE, FLORIDA

MCCOYS CREEK RESTORATION

This ambitious project provides Florida-tailored natural channel restoration and significant community resiliency benefits, providing ample lessons learned, which can be leveraged for the Carpenter Creek restoration. From concept to implementation in less than 5 years, this precedent-setting design approach required expertise and techniques developed specifically for Florida stream restoration projects. The multiple benefits of this nature-based approach broke a 25-year funding impasse for this flood control project by drawing immense grant funding for the restoration and even more funding for appurtenant greenway and blueway parks.

DESCRIPTION OF THE WORK

The McCoys Creek Restoration project is the City of Jacksonville's first to use natural channel restoration to transform an increasingly under-performing urban drainage system in an area challenged by pervasive flooding, soil and water pollution, and community retreat. Community objectives for the project were integrated to address flooding, create clean community spaces, improve recreational opportunities, and improve the environment by keystone use of nature-based solutions integrated with hard armoring and bioengineering treatments. The project design and early implementation have catalyzed more than \$235 million of co-funding for direct project implementation and an ambitious city-wide trail system.

Members of the Black & Veatch stream team, including our proposed Engineering and Design Lead John Kiefer, have continuously supported this project, including working for two clients (Groundwork Jacksonville and the City of Jacksonville) and while working at two consulting firms. The stream team, now entirely at Black & Veatch, conducted the following while with previous firms:

PUBLIC OUTREACH/LAND ACCESS

Team members discussed nature-based design opportunities and limitations in public workshops with Public Works managers, city politicians, and grant and permitting agencies, winning hearts and minds at every turn. They prioritized land access strategies, led mutual gains negotiations with two corporate landowners for access, and supported negotiations with two other corporations, resulting in acceptance of access with all four.

SITE INVESTIGATION

Team members conducted rapid and effective site diagnosis and an innovative place-for-time-replacement study to support future-proofing the design against sea level rise and salinity migration.

CONCEPT DESIGN

Team members quickly developed a design that fits watershed conditions along key environmental gradients with five natural stream types and two novel ecosystems in tightly confined real estate. They wrote the Basis of Design Report.

BENEFIT-COST ASSESSMENT

The team developed stream restoration cost estimates with bidding level detail, and the winning bidder met the range. They used triple-bottom line economics to assess return on investment.

HEC-RAS 2D MODELING

The team applied shear stress and velocity thresholds to determine where hard armoring was required at transitions between natural channel restoration and bridge crossing and other constrictions.

60% DESIGN OF ENTIRE PROJECT AREA (PHASES 0, 1, 2, & 3)

Team members developed this plan, and it became the basis for city scheduling/phasing, permitting, and grant awards. The plan included two headwater creek restorations (Phase 0), the main stem of McCoys Creek Restoration across a freshwater/tidal transition (Phase 1), the main stem of McCoys Tidal Creek restoration (Phase 2), and sunlighting the channel where it flowed underground through high-value riverfront property with a bulkheaded open channel and attached floating wetland platforms to assure fish cover continuity.



100% DESIGN & BID DOCUMENTS FOR PHASE 1 CONSTRUCTION

Project construction is nearly complete and performing well. Partially funded by SJRWMD, NOAA, and NFWF. This part of the design incorporates natural channel restoration, extensive bottomland forest creation, fish rearing areas, open water amenities for recreation, and bluff stabilization with VRSS and groundwater outflow capture and treatment.

100% DESIGN OF PHASE 0

The Headwater Creek Restoration project is to be bid in 2025 after the hazardous waste cleanup is completed. It is partially funded by NOAA and Groundwork Jacksonville donors and includes ditch conversion to natural stream corridors designed to improve water quality and community aesthetics.

GRANT & PERMIT APPLICATION SUPPORT

Team members wrote the technical support narrative for successful NFWF, NOAA, and SJRWMD grants and SJRWMD and USACE permits. They answered selected requests for additional information from all agencies, including conducting a major design walk-through with the Environmental Protection Agency (EPA) stream restoration design evaluator.

Since joining Black & Veatch, the stream team has provided:

PHASE 1 CONSTRUCTION SUPERVISION OF STREAM & WETLAND RESTORATION

Black & Veatch guided the construction contractor for grading, instream structure construction, and other matters during the build. The firm served as the city representative and as the EOR, evaluating stream restoration pay items and determining substantial completion. They provided answers to contractor requests for information. The project quickly reduced flood hazards and is attracting fish and wildlife.

PERMITTING SUPPORT & WATER QUALITY CALCULATIONS

The team conceived and led nutrient load reduction calculations, setting a precedent for crediting Florida stream restoration. Presented findings to SJRWMD permit review staff in a half-day workshop. Black & Veatch wrote a report as part of the Florida Environmental Resource Permit (ERP) submittal. ERP was issued, and the staff review favorably commented on the water quality calculation method selected and its results.

ENGINEERING DURING CONSTRUCTION OF 3 SIDE CHANNELS

Black & Veatch designed step-pool channels to pass and treat stormwater outflow to the creek across unnaturally steep gradients for Florida. These designs drew from our experience designing and building these kinds of novel "mountain streams" at Florida mine sites in a manner that resists hurricane flows. Hyporheic flow zone embedded with biologically active media to reduce nitrogen.

PHASE 2 DESIGN GUIDANCE

Black & Veatch is currently scoping 100% design of the main tidal restoration phase of the system (currently at a nominal 60% design) and providing strategic guidance for land access negotiations with private developers along this reach.

KEY OBJECTIVES & PROJECT OUTCOMES

The objectives for the project varied by stakeholder. Community leaders and Groundwork Jacksonville generally wanted less flooding of their streets and homes, with an emphasis on a return to nature, including clean water to swim in, fishing, and parks and trails. The city primarily viewed it as a flood management system and economic stimulus for an underserved community. Various co-funding agencies, especially NOAA, NFWF, and SJRWMD, valued fisheries and wildlife habitat, as well as ambient water quality improvements. FDEP Resilient Florida valued all of the above.

The project removes 150 assets from the FEMA floodplain, creates 30 acres of freshwater and tidal wetlands, 3 miles of freshwater and tidal creeks, and is a gem of the nascent Emerald Trail greenway and blueway system. The project provides inspiration and lessons about partnerships, funding access, land acquisition, and the integration of natural and engineered systems to re-imagine the ubiquitous drainage ditches of Florida's urban core areas. The integrated benefits demonstrated here include flood hazard mitigation, water quality, sediment management, slope stabilization, fisheries development, biodiversity, recreation, protection of infrastructure, and economic stimulus. Our work also established a precedent for stream restoration as a stormwater treatment BMP in Florida, generating substantial quantifiable and defensible flood stage

reductions and nutrient load reductions. We have guided the contractor through the initial phases of construction. The city is already seeing flood benefits and utilization by upper estuarine fishes, manatees, and a variety of wading birds and waterfowl – all deep in the city's urban core.

Another benefit is in program-building. With our scientific, technical, and communication support of their ambitious vision and dedication, Groundwork Jacksonville has become an inspiration nationally for ways non-profits can engage communities in need and win the hearts and minds of city programs and landowners to drive nature-based solutions in the urban core. Closer to home, the success of the McCoy's Creek project blazed the trail and inspired work on the adjacent Hogan's Creek watershed and channel improvements. The city's engineering department gained considerable experience implementing nature-based solutions such as flooding, erosion, and impaired waterbody countermeasures, and the early success and rapid implementation of the project have enabled multiple political leaders to conduct well-earned victory laps. NOAA, NFWF, and SJRWMD highlight the project as a tangible and fruitful example of their grant program successes. It has also won at least two professional design awards.

PROJECT REFERENCE

City of Jacksonville
Nikita Reed, Engineering Operations Manager
904.255.8702; NReed@coj.net

*"We are replacing a channelized, bulkheaded stream that is prone to flooding with a widened floodplain filled with native vegetation. Last week I visited the project site with EOR John Kiefer and the team. **That was the light at the end of the tunnel that I needed to see...** Trying to recreate a natural creek after decades of neglect, in the middle of a heavily developed area seems crazy. But we're doing it!"*

*— Nikita Reed, Engineering Operations Manager,
City of Jacksonville*



Wetland & Creek Designer, Megan Long, taking pebble counts at the creek



Engagement Lead, Sophie Riedel, facilitating a public workshop



Engineering & Design Lead, John Kiefer, presenting to stakeholders

PENSACOLA, FLORIDA

CARPENTER CREEK AND BAYOU TEXAR WATERSHED MANAGEMENT PLAN

Members of the Black & Veatch stream team's study of the Carpenter Creek drainage network and interactions with the community and stakeholders led to a thorough understanding of the physical and social conditions of the watershed. Our team's conceptual stream and wetland restoration designs, which won a \$2.2M FDEP design grant, focused on enhancing the local community by preventing erosion and bank failures, improving water quality, restoring more natural Florida hydrology and habitats, and creating recreational opportunities for the community to connect to its waterways.

DESCRIPTION OF THE WORK

As part of a large interdisciplinary study of the Carpenter Creek and Bayou Texar watershed, members of the Black & Veatch stream team, including John Kiefer, Megan Long, Francesca Lauterman, Cheryl Harrelson, and Kristen Nowak along with M&N's Sophie Riedel, conducted a synoptic analysis of watershed-scale hydromodification, site-specific fluvial geomorphic conditions, landslide hazards, bay sedimentation, and water quality impairment, among other variables, to conceive and prioritize stream restoration, bank stabilization, and stormwater management projects. The study aimed to direct resources for reducing sedimentation in the bayou, improving local fisheries and recreation, reducing urban flooding, stabilizing collapsing streambanks and hillslopes, and increasing climate change resiliency of the drainage network in ways benefiting the economy and environment.

Members of our team conducted detailed field assessments throughout the watershed and synthesized stream and watershed data to develop stream type and erosion vulnerability classifications. They gained a thorough system-scale understanding of the creek and bayou's interactions with their watershed and drainage network. Members of our team were also integral in the water quality assessment, providing methodology development and technical review, and were regularly involved in stakeholder discussions, public meetings, and conversations with residents while in the field. Our technical lead participated in large public workshops

and developed social media content for public education campaigns and scientific lectures, helping to earn the project significant public and political momentum. The local press affectionately nicknamed our crew "the Creek Geeks," and we played a critical role in developing trust among diverse stakeholders.

Our team's involvement throughout the WMP tasks informed integrated stream restoration and stormwater management concept designs that would address community and water quality concerns in addition to providing bank stabilization and restoration of more natural ecosystems and hydrology. Our stream team designed over 2 miles of natural channel restoration and 27 acres of floodplain restoration concepts based on site-specific conditions and Florida-specific design methods, estimated sediment and nutrient load reductions from restoration, developed a life cycle cost-benefit analysis, and performed a technical review and QA/QC. Our team also designed a stream monitoring program and data-driven implementation phasing guide to help schedule restoration in the most effective sequence.

As engagement and landscape design lead, Sophie Riedel collaborated directly with Escambia County, the City of Pensacola, and the Estuary Program to develop strategy, draw out each conceptual plan for the 15 project recommendations, direct the production of illustrations used in public presentations and media, and advance three catalytic projects based on public feedback. Sophie joined the team initially as a

THE CREEK AT JENNIE'S SWIMMING HOLE

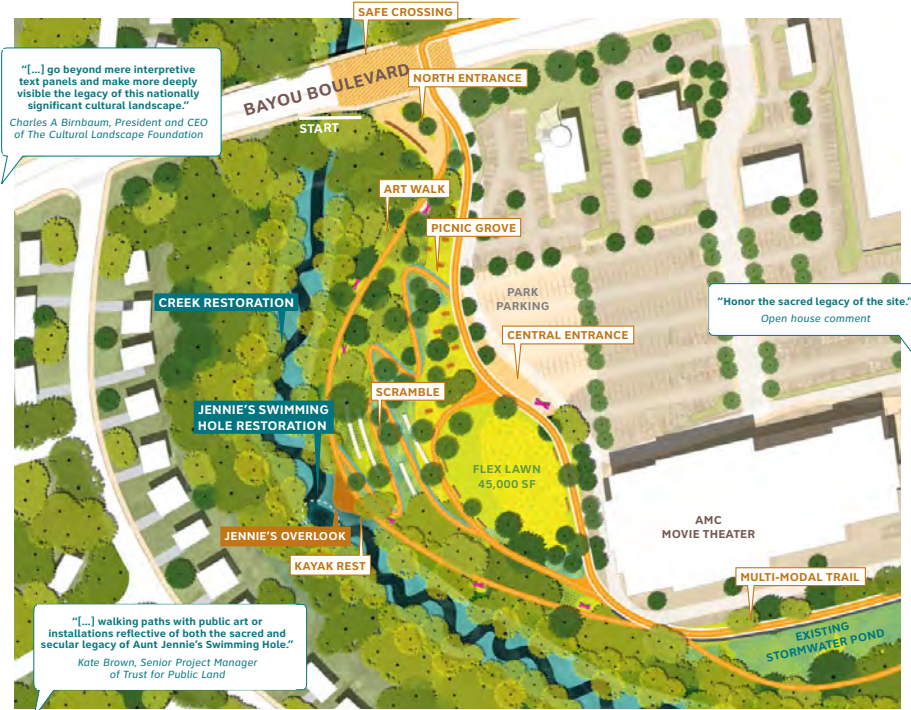
Recognizing the historic and cultural significance of Jennie's Swimming Hole is a resounding priority. Jennie Hudgins was a matriarch of Pensacola's Black community and co-founder of the New Hope Missionary Baptist Church. Beyond its 2,950-foot stream restoration, the site has the potential to become a vibrant public park that serves surrounding communities while educating Pensacolans on Jennie's legacy. Potential park programming includes a flexible lawn, a swooping nature trail lined with public art installations, a dynamic "scramble" comprised of dynamic pedestrian paths interlaced with stone seating, a kayak rest, and an elevated overlook facing the restored swimming hole.



AMC parking lot backing up to the dense riparian vegetation of Carpenter Creek (existing condition)



Author and historian Ora Will and her daughter Angela Kyle, direct descendants of Jennie Hudgins



10 CARPENTER CREEK & BAYOU TEXAR WATERSHED MANAGEMENT PLAN

IMPACT Campaigns

wood SCAPE

0 50 150 300 ft

This page of the Catalytic Projects is a key drawing showing the proposal for access at Aunt Jennie's Swimming Hole, which Sophie Riedel created with Angela Kyle's input.

designer, supporting the engagement effort in 2020. When the team was presented with the challenges posed by COVID-19, Sophie gained a leadership role, advancing the digital and virtual options for engagement with the Creek Geek video series, which interviewed John Kiefer, among other technical experts, directed the creation of interactive online forums, and materials for an ESRI Storymap to publicize and collect feedback on the 15 project recommendations. Following the May 2022 Open House at the Bayview Community Center, Sophie took over as the project manager at SCAPE and directed the design of the priority areas that the public and stakeholders identified to move forward. Her friendship and positive working history with Angela Kyle were key to the recognition and celebration of the cultural landscape of Aunt Jennie's Creek in the WMP and catalytic project recommendations. Sophie knows where to invest effort and

how to build on existing relationships in this area to move forward efficiently with the restoration of Carpenter Creek moving forward.

KEY OBJECTIVES & PROJECT OUTCOMES

Key objectives of the WMP included targeting data collection and modeling efforts to identify water quantity and water quality problem areas within the watershed and developing conceptual projects and strategies to deliver maximum flood reduction, bank stabilization, water quality, and ecological and social benefits.

Within the stream assessment component of the WMP, key objectives included developing a watershed-specific stream typology and classification system, identifying mechanisms leading to bank failures and instabilities, developing a suite of

available treatment options and associated costs and benefits, developing feasible proposed stream restoration concept plans and recommended channel management approaches, and providing guidance on prioritization and phasing of restoration efforts.

The stream restoration concepts became the keystone elements of the WMP. They were developed with realistic and effective stream restoration scenarios, each tailored to the biophysical potential of their position in the drainage network and each contributing essential and cumulative benefits, thus matching the scope and scale of the solution to the overall suite of problems. The work was prioritized for phased implementation, whereby each sequence would match the normally available project capitalizations of the County, provide standalone benefits, and be sustainable on its own. The FDEP subsequently awarded the Pensacola and Perdido Bay Estuary Program a \$2.2M design grant for final design plans of the stream restoration components. Non-stream BMP components were not included in that issue, as the stream work was the most effective and captured the public imagination and community backing.

PROJECT REFERENCE

Escambia County

Terri Berry, RESTORE Division Manager

850.595.0820; Terri_Berry@myescambia.com



MOBILE, ALABAMA

THREE MILE CREEK RESTORATION

M&N worked with the City of Mobile to restore the historic Three Mile Creek by resolving significant sedimentation and restoring hydraulic connectivity of over 7,000 feet of the alignment.

DESCRIPTION OF THE WORK

Three Mile Creek is situated in the backyard of downtown Mobile and drains a watershed of approximately 28 square miles within a highly urbanized and partly industrialized drainage basin. This urbanization of the region and channelization of the adjacent USACE bypass channel in the 1980s resulted in sedimentation and a blockage that prohibited historic flow from occurring for over 25 years through a segment of the historic creek located within one of the few natural settings present within the surrounding urbanized area. The sedimentation area that formed the blockage of the historic creek alignment became heavily vegetated over time and prevented flow from passing through as it once did historically, which resulted in anoxic conditions and low habitat productivity.

SITE INVESTIGATIONS

M&N oversaw site investigations that informed the project's design and regulatory compliance. M&N provided oversight and coordination with the subcontractors to monitor the geotechnical investigation, environmental sediment sampling/contaminant testing and analyses, topographic survey, and cultural resources activities. Discovering the fine-grained material and dense shrubs/vegetation within the creek informed the need for M&N to design two large material transfer areas for working and drying the dredged/excavated material prior to hauling it off.

ENGINEERING & DESIGN

The City of Mobile, as the local sponsor for the project, obtained an NFWF grant in 2018 to complete engineering and design and ultimately implement the project. The restoration area dredge design template was completed considering both cost and flow enhancement and is estimated to enhance flows by 15% during minimum flow events and up to 40% for a 50-year event, which will greatly improve habitat quality and diversity within the restored creek in the years to come. Several private parcels were adjacent to the proposed creek alignment, and our design of the channel footprint had to be retrofitted to avoid certain parcels while also restoring flow, maintaining natural meandering, and allowing the project to be constructible. Engineering and design were completed in 2022, and once land rights agreements were obtained, the project was advertised for construction bids in the spring of 2023. Construction of the project began in June of 2023 when over 37,500 cubic yards of accumulated sediment and vegetation





were removed over several months to fully restore the flow and ecological functions and services of the creek. Sediment from within approximately 2,875 linear feet of historic creek alignment was removed to restore the creek habitat to its previous condition, and construction was completed in January 2024.

Challenges during design and construction included poor and variable soil conditions within the creek restoration area, shallow and variable water depths experienced during site access, and dredged material handling and disposal. M&N had to effectively design a project that accommodated double and triple handling of material cleanly and efficiently and following regulatory agency requirements for turbidity, runoff, and material hauling off-site.

Additionally, significant sediment accretion occurred within the bypass channel and restoration area between the design and construction phases, which required a swift permit modification and change order execution during construction to ensure the ultimate goal of the project was achieved.

Design submittals for preliminary (30%), pre-final (90%), and final/construction (100%) designs included construction drawings, specifications, and design reports documenting major design calculations and assumptions. An opinion of the probable construction cost was also prepared.

PERMITTING SUPPORT

M&N worked with the City of Mobile and the USACE throughout design and construction to successfully implement this project, which was compliant with local and federal regulatory regulations. M&N worked quickly with the USACE Mobile District to modify the permit during construction to allow for further dredging of the creek to meet the project goals. During construction, it was discovered that additional sediment and vegetation had accumulated and required a permit modification to complete. M&N worked with the USACE Mobile District to swiftly finalize the permit modification while the construction contractor was on-site and removed several thousand cubic yards of additional material and vegetation to ensure the ultimate project goal of restoring the flow within the creek was achieved.

BID/CONSTRUCTION SERVICES

Since the USACE Mobile District completed its feasibility study in 2008, the amount of material required to be removed from within Three Mile Creek tripled between then and the construction phase. M&N supported the city through the construction bid process, attending and conducting the pre-bid meeting, responding to contractor requests for additional information, and issuing bid addenda as needed. M&N evaluated received construction bids and recommended award. M&N also provided construction engineering and inspection services from notice to proceed until the final pay application approval and final inspection.

M&N assisted the city with two important change orders due to differing site conditions between design and construction – one which involved dredging additional material from the USACE bypass channel to access the project site, and the second related to the permit modification, which involved removing the additional vegetation and sediment from the historic Three Mile Creek to ensure the ultimate project goal was achieved. The change orders and the permit modification were executed efficiently to ensure the additional material was removed under the same construction mobilization, which took advantage of the contractor being on-site and saving the city significant maintenance fees in the future. These change orders required City Council and funding agency approval,

so execution and turnaround time were critical for a project duration of only seven months.

MONITORING & ADAPTIVE MANAGEMENT (MAM) PLAN

M&N developed the MAM Plan for the hydrologic reconnection of the creek following guidelines. A draft was provided to the NFWF for review and comment prior to finalization.

KEY OBJECTIVES & PROJECT OUTCOMES

The Three Mile Creek Hydraulic Restoration Project removed accumulated sediment and vegetation to restore the ecological functions and services of the creek. Sediment and vegetation from within approximately 2,875 linear feet of the historic creek alignment were removed to restore natural flow through a span of the historic creek that has been bypassed through channelization over the last several decades. Direct project benefits within the approximately 8-acre project area include a full re-establishment of flow through the creek, which, as a result, improved water quality, habitat quality, floodplain capacity, and habitat diversity. The project also enhanced recreational opportunities in a highly urbanized area by providing canoe and kayak access. Historic Three Mile Creek is a hidden nature gem that is a special part of the City of Mobile, where one can travel a small distance to escape the feel of being in a large city. It is once again behaving similarly to how it once did historically and will hopefully be preserved for many years to come.

PROJECT REFERENCE

City of Mobile

Jenn Greene, Director of Programs and Project Management
251.208.7199; Jennifer.greene@cityofmobile.org



*You've been wonderful to work with... **always willing to help and best attitude ever!***

*– Laura Angle, Grants Compliance Manager,
City of Mobile*

State of Florida

Department of State

I certify from the records of this office that MOFFATT & NICHOL, INC. is a California corporation authorized to transact business in the State of Florida, qualified on June 10, 1985.


The document number of this corporation is P06383.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2024*




Secretary of State

Tracking Number: 8978016059CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



November 9, 2022

Luis Mahiquez
Tierra, Inc
7351 Temple Terrace Highway
Tampa, FL 33637

Dear Luis Mahiquez:

The City of Pensacola Purchasing department is pleased to announce that your firm has been certified as a Minority/Women Business Enterprise (M/WBE) by the City of Pensacola.

M/WBE certification is continuing from the date of this letter but is contingent upon the firm renewing its eligibility every three (3) years through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Failure to continue your eligibility will result in immediate action to decertify the firm.

As long as the firm is listed in the M/WBE Directory, it is considered M/WBE appropriately certified.

Your firm will be listed in the City of Pensacola's M/WBE Directory which can be accessed via the internet at <https://pensacola.mwdbe.com/FrontEnd/VendorSearchPublic.asp>.

M/WBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all City of Pensacola projects as an M/WBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office in writing without delay. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Questions or concerns should be directed to this office.



Dedria Lunderman
Assistant Purchasing Manager
Finance Department
City of Pensacola
(850) 435-1838
dlunderman@cityofpensacola.com

Certification Date: November 9, 2022
Certification Expiration Date: November 9, 2025



Agenda Item 9.k.

Approval of a Purchase Order with Hanco Boats, not to exceed \$92,400, for a 2025 24 Foot Center Console V Bottom Workboat

Background: PPBEP has reached a critical stage of needing a vessel to support several programs, including the Pensacola Bay System Oyster Restoration Initiative, Living Shoreline Assistance Program, fish trawling surveys, submerged aquatic vegetation monitoring, water quality monitoring, among others.

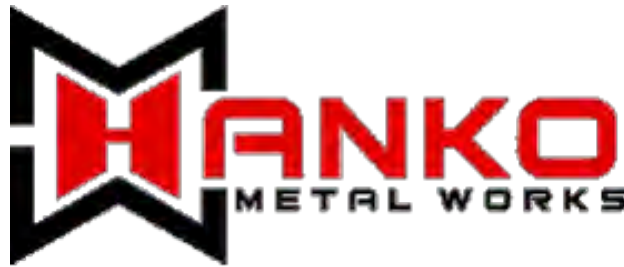
NOAA Cooperative Agreement No. NA23NMF4630079 includes funds for PPBEP to purchase a vessel to assist with monitoring associated with the Oyster Restoration Initiative and Living Shoreline Assistance Program.

Staff has utilized the U.S. General Service Administration's (GSA) Cooperative Purchasing Program, Contract # 47QSWA18D0025, to obtain a quote from Hanco Metal Works for a 2025 24-foot center console V bottom metal workboat with a 200 horsepower Suzuki outboard engine and McClain aluminum trailer.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, a Purchase Order with Hanco Boats, not to exceed \$92,400, for a 2025 24-foot center console V bottom workboat, with the option to purchase a 200 Suzuki outboard engine and McClain aluminum trailer.

Financial Impact: Funding is available in the Grant Account and is funded through NOAA Cooperative Agreement No. NA23NMF4630079. Currently \$65,000 is programmed in the grant budget for the vessel. Pending authorization from NOAA and with Board approval, staff proposes reallocating \$20,000 from the grant currently allocated for water quality data sondes, and the balance from grant indirects.

Legal Review: N/A



GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!* a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://GSAAdvantage.gov>.

SCHEDULE TITLE: MAS

CONTRACT NUMBER: 47QSWA18D0025

CONTRACT PERIOD: February 22, 2018 through February 21, 2028

CONTRACTOR:

HANKO'S METAL WORKS INC

995 UTAH ST
BERWICK, LA 70342-2643
Phone: (985) 385-3310
Email: harry@hankos.com
Website:
<http://www.hankos.com>

CONTRACTOR'S ADMINISTRATION SOURCE:

Harry Hoffpauir

BUSINESS SIZE: Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
<u>336612</u>	Marine Craft 336612 includes marine crafts and products such as boats (all types), floating marine barriers and booms, inboard and outboard engines, etc.
<u>336612R</u>	Recreational Watercraft Includes recreational watercraft products, such as jet skis, canoes, kayaks, and paddleboats.
<u>OLM</u>	Order-level Materials.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN	MODEL	PRICE
336612	2060 CCF	\$ 19902.43

1c. HOURLY RATES: N/A

2. MAXIMUM ORDER:

336612	\$250,000
336612R	\$500,000

3. MINIMUM ORDER: None

4. GEOGRAPHIC COVERAGE: 48 states, DC

5. PRODUCTION POINT: Please contact HANKO'S METAL WORKS, INC. for specific locations.

6. DISCOUNT FROM LIST PRICES: Incorporated within GSA Price List

7. QUANTITY DISCOUNTS: 2% on 2-3; 3% on 4-9; 5% on 10 or more

8. PROMPT PAYMENT TERMS: Net 30 days.

9. FOREIGN ITEMS: TAA Compliant items as noted on schedule

10a. TIME OF DELIVERY: 30-150 Days ARO

10b. EXPEDITED DELIVERY: Contact contractor

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact contractor

10d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. FOB POINT: Origin

12a. ORDERING ADDRESS:

HANKO'S METAL WORKS INC
995 UTAH ST
BERWICK, LA 70342-2643

12b. ORDERING PROCEDURES: Phone, Email, GSA Advantage.

13. PAYMENT ADDRESS:

HANKO'S METAL WORKS INC
995 UTAH ST
BERWICK, LA 70342-2643

14. WARRANTY PROVISIONS: Standard Warranty

15. EXPORT PACKING CHARGES: N/A

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR: N/A

17. TERMS AND CONDITIONS OF INSTALLATION: N/A

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES: N/A

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: N/A

19. LIST OF SERVICE AND DISTRIBUTION POINTS: N/A

20. LIST OF PARTICIPATING DEALERS: N/A

21. PREVENTATIVE MAINTENANCE: N/A

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. Recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. SECTION 508 Compliance for EIT: N/A

23. SAM UEI: GTH2LWXTADA3

24. Notification regarding registration in System for Award Management (SAM) database: Registration is current.



995 Utah St
Berwick, LA 70342
985-385-3310

GSA Contract Holder

GSA # 47QSWA18D0025
Certified Small Business
HUB ZONE #57933

UNGM #650694

TAX ID# 721029676

DUNS# 164505844

CAGE CODE# 3TVG7

UE# GTH2LWXTADA3

FAS,DOD,FCP

Quote Date: 03.12.2025

Expiration Date: 03.26.2025

To: Pensacola & Perdido Bays Estuary Program

Attention: Matt Posner 850.595.0820

Email: mjposner@ppbep.org

24' x 7' Center Console V Bottom Workboat

Model: 2484 CCV

HULL SPECIFICATIONS:

Length: 24' + gill bracket = 26' LOA (motorguard not included in LOA)
Bottom: 7' (3/16")
Sides: 29" (3/16")
Beam: 8' 6" (approximately)

- Hull consists of all 5086 marine grade aluminum (bottom, sides & transom)
- 1/8" tread plate double bottom, decks and rails
- Sealed 1/8" tread plate double bottom to be pressure tested to ensure no leaks
- 4 – heavy duty lift eye/cleat combo – port & starboard
- Transom designed for single 25" shaft outboard engine gill bracket

HANKO'S HEAVY DUTY – UNMATCHED RIB STRUCTURE:

LONGITUDINAL (length of the hull)

- 6 – 3" x 1 1/8" x 3/16" corrugated bottom runners pressed into hull plating
- 4 – 3" x 1 1/8" x 3/16" corrugated side runners pressed into side plating
- 6 – 2" x 3/8" flat bar stringers running the length of the hull between each corrugation
- 1 – 4" x 1/4" center line keel plate

TRANSVERSE (width of the hull)

- 3" x 2" x 3/16" angles attached to the stringers on 16" centers
- 2" x 2" x 1/8" square tubing connected to sides and angles supporting double bottom on 16" centers
- 5 - 3/16" gusset plates attaching tubing, angles, and keel plate together on every transverse frame
- 1" x 1" x 1/8" angles tacked underneath flooring between each rib section

41 years of successful boat building experience & design!

FLOOR PLAN:

- 2 – 3" heavy duty rubber push knees – bow port & starboard bow
- 3" heavy duty rubber railing around top outside gunnel of boat – bow to stern
- 6" tread plate rails around top inside gunnel of boat – bow to stern
- 5' tread plate front deck with flush mounted hinged hatch for dry storage access – slam latch
- 50-gallon fuel tank w/ centerline baffle – designed as a seat
- Center console with shelf underneath – 3/16" construction – removable faceplate
- Aluminum frame windshield – 3/16" construction
- Aluminum pipe t/top with aluminum hard top and fiberglass instrument box - grabrails
- Floor track extending from console to transom flush with flooring (wire track)
- Custom leaning post with hinged lid for dry storage access
- Open rear deck for sump access – two flush mounted hinged hatches for battery/dry storage
- Transom: 2 anode brackets – transducer bracket – trim tab brackets
- Full width tread plate gill bracket – designed for signal 25" outboard motor
- 2" pipe motor guard with 1½" pipe gussets

ACCESSORIES:

- 3-piece ¼" safety glass installed into aluminum framed windshield
- Navigational lights: t/top mounted lights and removable white all-round light
- Hydraulic steering system with stainless steel steering wheel
- Fuel system (fittings, valves, hoses and fuel water separator)
- Fuel sender installed into tank with dash mounted fuel gauge
- 8 gang electric control panel with reset breakers
- 1100 gph automatic bilge pump with manual override switch on dash
- Remote controlled LED Go Light
- Electric trumpet style horn
- Overhead LED cockpit lighting
- 4 flood lights – 2 forward facing, 2 rear facing
- 4 – LED gunnel (under rails) lights
- 12v USB power socket
- VHF radio with folding antenna
- Battery case and strap
- Marine cranking battery
- Vinyl cushion for leaning post & fuel tank seat – gray
- 2 – anode located on transom
- Double bottom injected with foam blocks & 2 part self-raising polyurethane foam
- Gaskets for dry boxes and all raw edges to have trim gasket
- All wires to be incased in plastic split loom to prevent electrical problems
- Stainless steel fasteners for all hardware attachments

OUTBOARD OPTIONS: SUZUKI

- Binnacle controls
- Key switch
- Deluxe control cables
- Tachometer
- Stainless steel propeller
- Installed and test run to verify operations & propeller sizing for proposed vessel

TRAILER: McClain AT" T" 2460-14

- Heavy duty tandem axle boat trailer – brakes on one axle
- Aluminum I/beam frame construction
- 6000 lbs. capacity with 14" radial tires
- Heavy duty side guides
- Plastic covered boards
- Spare tire and carrier
- Bolt on galvanized boarding steps
- Adjusted and setup for proposed boat

WARRANTIES:

- Hanco's Metal Works Inc. carries a **Five (5) year** warranty against any manufacture or workmanship defects.
- Most the accessories installed carry a 12-month factory warranty.
- Boat trailer manufacturer carries a 24-month warranty.

TERMS:

Hanco's Metal Works Inc. requires a written and signed purchase order with the balance due on completion/pickup. **Net 30 days.** Authorized government representatives shall have access to inspect the vessel prior to its delivery at the place of construction.

BID PRICE:

2484 CCV: \$ 63,600.00

Outboard Motor Option:

200 Suzuki (1yr warranty) \$ 20,300.00

250 Suzuki (1yr warranty) \$ 24,800.00

Sub-total: \$ _____

9.45% sales taxes if applicable: \$ -----0-----
Government Agency

Boat & Motor total with taxes: \$ _____

Trailer: \$ 8,500.00

Bid Total: \$ _____

DELIVERY:

- Approximately 4 - 6 months from the date of deposit until delivery/pickup!

Depending on workload at the time of deposit!

Located in southern Louisiana, Hanko's Metal Works, Inc. has been a family owned and operated business since 1984, enjoying 41 years of successful boat building with thousands of satisfied customers. We offer a wide variety of boats, including shallow water flat bottoms bateaus, smooth riding performance v hulls, lift series padded hulls, flat & v bottom workboats and custom built barges.

Our extensive experience in aluminum fabrication serves the recreational, commercial, governmental and oilfield industries. Our attention to detail, state-of-the-art facilities and exceptional craftsmanship produce finished products that are second to none. Known throughout the southern gulf states for their ruggedness and durability, Hanko's boats have built a reputation for being heavy duty and maintenance free. We have set the standard in Louisiana's aluminum boat building industry. Just ask around – Hanko's is recognized as Louisiana's #1 custom boat builder!

Hanko's Metal Works, Inc. collaborated with Suzuki, Honda, Yamaha & Mercury to provide proven and reliable boat and motor packages. Even if we don't build your boat we aim to earn your outboard business with our full service mechanic shop, servicing all outboard brands.

Additional Services:

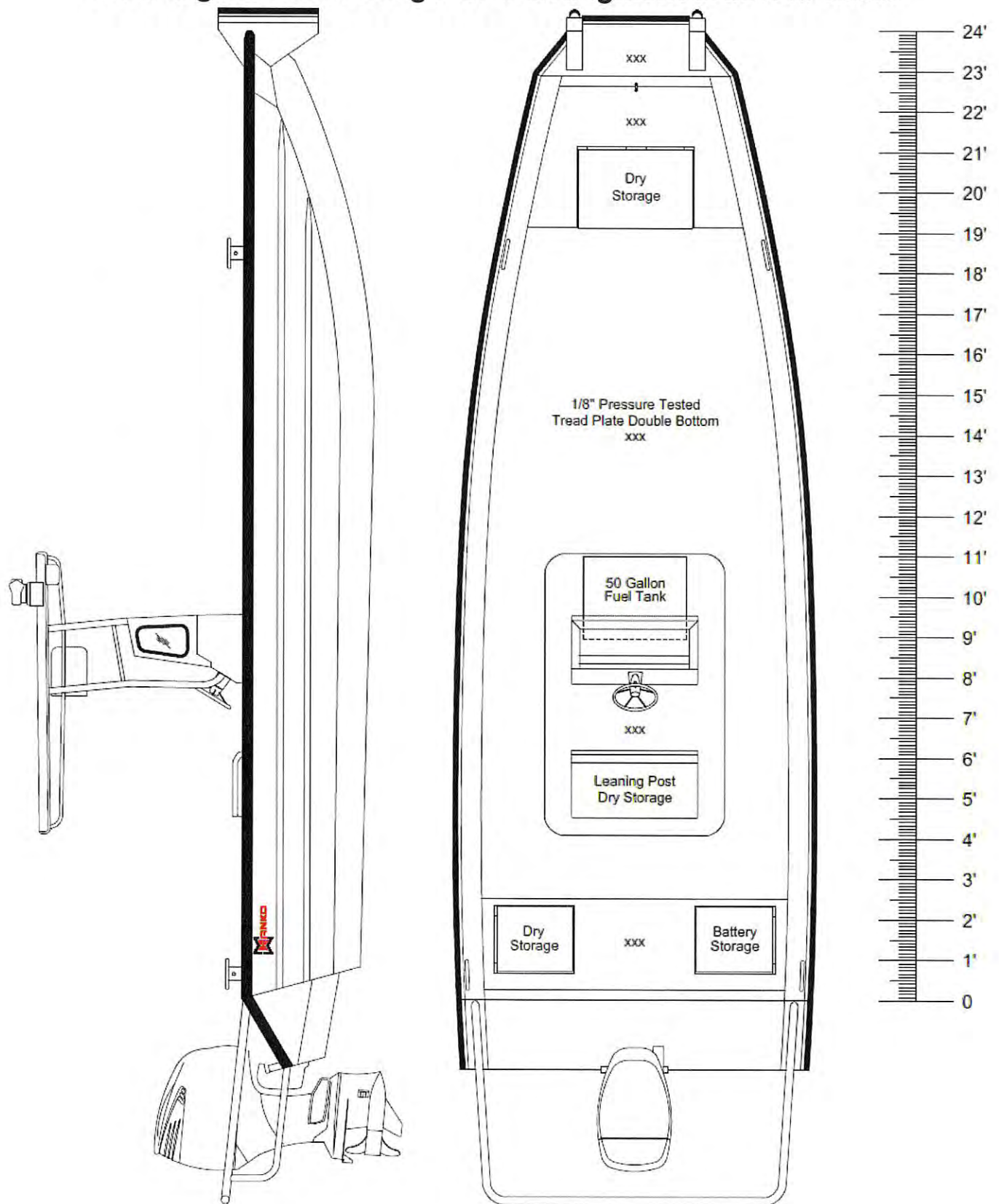
- Various types of aluminum fabrication
- Workboat brokerage
- Full marine store with commercial and recreational products

Please visit our 30,000 square foot facility in Berwick, LA and experience our first class service.

Thank you for considering Hanko's Metal Works, Inc.
Please call or email us if you have any questions.

HARRY K HOFFPAUER

Drawing shown is the general arrangement drawn to scale





Agenda Item 9.I.

Approval of Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project

Background: Florida DEP has awarded funding to PPBEP through the Resilient Florida Grant Program as a Regional Resilience Entity (RRE). PPBEP will conduct the Pensacola and Perdido Bays Estuary Program Resilience Project (Project) to include the development of a regional stormwater management guidance manual.

As an RRE, PPBEP will be eligible in future years to receive funding to support personnel and projects that advance regional resilience.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, Florida Department of Environmental Protection Grant Agreement No. 25RRE02, in the amount of \$5,570, for the Pensacola and Perdido Bays Estuary Program Resilience Project.

Financial Impact: This action will increase revenue in the Grant Account by \$5,570.

Legal Review: General Counsel has reviewed the grant agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Pensacola and Perdido Bays Estuary Program Resilience Project		Agreement Number: 25RRE02	
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000		(Department)	
Grantee Name: Pensacola and Perdido Bays Estuary Program		Entity Type: Local Government	
Grantee Address: 226 Palafox Place, 5th Floor Pensacola, Florida 32502		FEID: 93-1499384	
		(Grantee)	
3. Agreement Begin Date: 07/01/2024		Date of Expiration: 06/30/2027	
4. Project Number: (If different from Agreement Number)		Project Location(s): Escambia, Santa Rosa, and Okaloosa Counties, Florida	
Project Description: The Pensacola and Perdido Bays Estuary Program will conduct the Pensacola and Perdido Bays Estuary Program Resilience Project to include the development of a regional stormwater management guidance manual.			
5. Total Amount of Funding: \$5,570.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	FY 24-25 GAA Line Item #1834	\$ 5,570.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 5,570.00
6. Department's Grant Manager Name: Justin Goodwin Address: Resilient Florida Program 3900 Commonwealth Boulevard, MS230 Tallahassee, Florida 32399 Phone: 850-245-8360 Email: Justin.Goodwin@FloridaDEP.gov		Grantee's Grant Manager Name: Matthew J. Posner Address: Pensacola and Perdido Bays Estuary Program 226 Palafox Place, 5th Floor Pensacola, Florida 32502 Phone: 850-595-0820 Email: mjposner@ppbep.org	
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:			
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements			
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions			
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan			
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements			
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements			
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements			
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.			
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)			
<input type="checkbox"/> Additional Attachments (if necessary):			
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form			
<input type="checkbox"/> Exhibit B: Property Reporting Form			
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form			
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements			
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo			
<input checked="" type="checkbox"/> Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808			

<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Pensacola and Perdido Bays Estuary Program

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Matthew J. Posner, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Hanna Tillotson, Program Administrator

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Justin Goodwin

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. 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;
- b. 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
- c. 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.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 25RRE02**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Pensacola and Perdido Bays Estuary Program Resilience Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, for actual costs not to exceed the budget amount identified in Attachment 3.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3.
<input type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of

transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 25RRE02**

ATTACHMENT 3

PROJECT TITLE: Pensacola and Perdido Bays Estuary Program Resilience Project

PROJECT LOCATION: The Project is located within Escambia, Santa Rosa, and Okaloosa County, Florida.

PROJECT DESCRIPTION:

The Pensacola and Perdido Bays Estuary Program (Grantee) will conduct the Pensacola and Perdido Bays Estuary Program Resilience Project (Project) to include the development of a regional stormwater management guidance manual.

TASKS AND DELIVERABLES:

Task 1: Stormwater Management Guidance Manual Development

Description: The Grantee will perform project administration, to include project scope of work determination, planning and development of proposed project(s), contractor direction and oversight, meetings with planning professionals and stakeholders, as applicable, and overall project coordination and supervision, for the development of the regional stormwater management guidance manual.

Deliverables: The Grantee will provide the following:

- **1.1:** Project administration and management report(s) signed by the Grantee's Grant Manager. The report must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. The report(s) must include:
 - A summary of project administration activities; and
 - Meeting minutes with contractors, planning professionals, and stakeholders, as applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date

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and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Stormwater Management Guidance Manual Development	\$5,570.00	\$0	\$5,570.00	7/1/2024	6/30/2025
Total:		\$5,570.00	\$0	\$5,570.00		

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided.

Task No.	Position Title	Hourly Rate	Fringe Rate	Indirect Costs
1	Environmental Scientist	\$30.94	35%	15%

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	24.25	37.098	Resilient Florida Programs	\$5,570.00	050594
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.
2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.
3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.
7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F

DEP AGREEMENT NO. 25RRE02

PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM RESILIENCE PROJECT

Pensacola and Perdido Bays Estuary Program

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 25RRE02

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 25RRE02

Project Title: Pensacola and Perdido Bays Estuary Program Resilience Project

Grantee: Pensacola and Perdido Bays Estuary Program

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION
FORM
(PUR 1808)**

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Pensacola and Perdido Bays Estuary Program is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: