



Board of Directors Meeting

August 16, 2023, at 1:30 p.m. CT

Pensacola Council Chambers

222 W Main St., Pensacola, FL 32502

Meeting ID: 844 1767 8575 | Password: 566806

Call In: +13092053325

[Zoom Link](#)

1. Call to Order

2. Roll Call

3. Approval of Board Agenda

Recommend the Board approve the August 16, 2023, meeting agenda.

4. Approval of May 17, 2023, Policy Board Minutes

Recommend the Board approve the May 17, 2023, meeting minutes.

5. Staff Updates

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

6. Action Items

- a. **Approval of a Memorandum of Agreement between the Escambia County Board of County Commissioners and Pensacola and Perdido Bays Estuary Program, Inc.**
Recommend the Board approve, and authorize the Chairman to sign, the Memorandum of Agreement between the Escambia County Board of County Commissioners and Pensacola and Perdido Bays Estuary Program, Inc. to transition administrative and financial services from the County to the Estuary Program Corporation.
- b. **Approval of a Lease Agreement with Empire Partners, LLC**
Recommend the Board approve, and authorize the Chairman to sign, a lease agreement with Empire Partners, LLC for PPBEP's office located at 226 Palafox Place, 5th floor.
- c. **Approval of the Pensacola & Perdido Bays Estuary Program Operating and Procurement Procedures Manual**
Recommend the Board approve the Pensacola & Perdido Bays Estuary Program Operating and Procurement Procedures Manual.
- d. **Approval of 501(c)(3) Tax Exemption Determination Application**
Recommend the Board approve, and authorize the Executive Director to sign, IRS Form 2848



designating Mary Jane Bass as Power of Attorney and Representative, and to submit the application for 501(c)(3) tax exemption determination for Pensacola and Perdido Bays Estuary Program, Inc.

- e. **Approval of a Health Insurance Coverage Plan with the Florida League of Cities**
Recommend the Board approve, and authorize the Executive Director to sign, election of health insurance coverage through the Florida League of Cities.
- f. **Approval of the Proposed FY23-24 Operating Budget**
Recommend the Board approve the proposed FY23-24 Operating Budget.
- g. **Approval of the Revised Services Agreement with FSU, in the amount of \$475,000, to complete Compound Flood Modeling**
Recommend the Board approve, and authorize the Executive Director to sign, the revised Services Agreement with FSU, in the amount of \$475,000, to complete compound flood modeling associated with the FDEP Resilient Florida Planning Grant.
- h. **Approval of a Services Agreement with UWF, in the amount of \$10,000, for the NOAA B-WET Project**
Recommend the Board approve, and authorize the Executive Director to sign, the Services Agreement with UWF, in the amount of \$10,000, for the NOAA B-WET Project.

7. Committee Updates

- a. Technical Committee
 - i. Oyster Subcommittee
- b. Education and Outreach Committee
- c. Environmental Justice Committee

8. Board/Agency Updates

9. Public Comment

10. Adjourn



Policy Board Meeting Minutes

May 17, 2023, at 1:30 p.m. CT

Santa Rosa County Chambers

6495 Caroline St., Milton, FL 32570

[Meeting Recording](#)

Members Present

Woody Speed, Chair	City of Orange Beach
Colten Wright, Vice Chair	Santa Rosa County
Robert Bender	Escambia County
Mike Kohler	Escambia County
Kerry Smith	Santa Rosa County
Jared Moore	City of Pensacola
Benjamin Boutwell	Town of Century
Mike Norberg	Okaloosa County
Cherry Fitch	City of Gulf Breeze

Members Absent

Vernon Compton	City of Milton
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Interested Parties Present

Matt Posner	PPBEP
Whitney Scheffel	PPBEP
Logan McDonald	PPBEP
Haley Gancel	PPBEP
Madi Ross	PPBEP
Molly McDaniel	PPBEP
Grover Robinson	PPBEP
Mary Jane Bass	Beggs & Lane
Darryl Boudreau	NWFWMD
Brandon Brosnaham	Santa Rosa County
Thomas Derbes	Florida Sea Grant
Naisy Dolar	Santa Rosa County
Ryan Kirby	Escambia County
Paul Looney	WRA
Rick O'Connor	Florida Sea Grant
Ted Reese	ESA
Lawrence Specker	AL.com



1. Call to Order

2. Roll Call

Matt Posner (Director, PPBEP) called the roll. A quorum was present.

3. Approval of Board Agenda

Councilperson Jared Moore (City of Pensacola) made a motion to approve the agenda. Mayor Cherry Fitch (City of Gulf Breeze) seconded the motion. The motion passed unanimously.

4. Approval of April 5, 2023, Policy Board Minutes

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the April 5, 2023, Policy Board minutes. Commissioner Colten Wright (Santa Rosa County) seconded the motion. The motion passed unanimously.

5. Action Items

a. Approval of Waiving the Sixty-Day Termination Notice for Baldwin County's Membership

Considering approval of PPBEP's first amended and restated Interlocal Agreement, Baldwin County staff brought forward a recommendation to the Commission to terminate the County's membership in the PPBEP Interlocal Agreement citing challenges working across jurisdictional boundaries related to the MBNEP and PPBEP respective study areas. The Commission, as prescribed in Section 4.2 of the Interlocal Agreement, approved issuing a sixty-day notice of termination and included a provision waiving the sixty-day notice, if approved by the PPBEP Policy Board, to not impact the timeline associated with PPBEP's organizational transition. General discussion followed regarding PPBEP's commitment to utilizing the watershed-based approach and collaborating with all partners to advance ecosystem restoration, water quality improvement, and monitoring.

Commissioner Colten Wright (Santa Rosa County) made a motion to waive the sixty-day termination notice for Baldwin County's membership. Woody Speed (City of Orange Beach) seconded the motion. The motion passed unanimously.

b. Approval of the Pensacola & Perdido Bays Estuary Program Articles of Incorporation

Commissioner Colten Wright (Santa Rosa County) made a motion to approve the Pensacola & Perdido Bays Estuary Program Articles of Incorporation. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

c. Approval of the Pensacola & Perdido Bays Estuary Program Bylaws

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the Pensacola & Perdido Bays Estuary Program Bylaws. Mayor Benjamin Boutwell (Town of Century) seconded the motion. The motion passed unanimously.



d. **Approval of the Pensacola & Perdido Bays Estuary Program Consent Resolution**

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the Pensacola & Perdido Bays Estuary Program Consent Resolution. Councilperson Jared Moore (City of Pensacola) seconded the motion. The motion passed unanimously.

e. **Approval of the 2023-2027 Comprehensive Monitoring Strategy**

As part of the EPA Cooperative Agreement to establish the Estuary Program, the development of a Comprehensive Monitoring Strategy was necessary to demonstrate to the EPA the monitoring priorities of the Estuary Program. Staff has prepared a five-year strategy consistent with guidance available from the EPA National Estuary Program.

Mayor Cherry Fitch (City of Gulf Breeze) made a motion to approve the 2023-2027 Comprehensive Monitoring Strategy. Commissioner Robert Bender (Escambia County) seconded the motion. The motion passed unanimously.

6. Staff Updates

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

i. **Organizational Transition**

A framework of the anticipated organizational transition timeline was presented to the board. With the board's final approval, PPBEP will register as a corporation. During the month of May, the program will apply for an EIN, UEID, and non-profit filing with the IRS. Starting in July, the official transition of PPBEP into an independent non-profit corporation by transition operations, personnel, and grant management policies will be underway, with all processes complete by the end of the fiscal year in October.

ii. **Legislative Update**

1. **Appropriations**

PPBEP's Appropriation Request sponsored by Senator Broxson and Representative Andrade was approved for the Senate budget in the full amount of \$750,000. Year two of the Northwest Florida Water Quality Improvement Project was also approved for the Senate budget, with \$350,000 to be allocated to PPBEP.

The Legislature is also approving the funding of the Northwest Florida On-Site Septic Systems at \$2 million, the Department of Environmental Protection Wastewater Grant Program at \$200 million, Total Maximum Daily Loads at \$40 million, Innovative Technology for Harmful Algal Blooms at \$10 million, the Resilient Florida Grant Program at \$300 million, and the Florida Wildlife Corridor at \$850 million. The approval of the funding for the programs will provide a substantial funding opportunity to address regional priorities.



2. Senate & House Bill Updates

An overview of Senate and House Bills was given to the board. The Bills include:

Senate Bill 1604 – Land Development Regulations

House Bill 111 – Flooding and Sea Level Rise Vulnerability

Senate Bill 724 – Seagrass Restoration Technology Development

House Bill 1379 – Environmental Protection

iii. 2nd Annual PPBEP Management Conference

Over seventy-five people attended the second annual PPBEP Management Conference held on May 4th. Participant input will help staff to shape PPBEP's upcoming projects and programs.

iv. University of Florida Natural Resources Leadership Institute (NRLI)

Matt Posner (PPBEP, Director) provided a recap of his Fellowship with Class 2022 in the University of Florida Natural Resources Leadership Institute (NRLI) Program. Matt Posner expressed his appreciation to the Board for investing in this professional development program, which will benefit both program leadership and community engagement in the years ahead.

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

i. State of the Bays Report

PPBEP staff released the first State of the Bays report for the Pensacola & Perdido Bay systems at the second annual Management Conference on May 4, 2023. The report provides summary data such as graphs and maps on key indicators such as habitats, water quality, bacteria, and wildlife. The indicators are ranked with a scale of ecosystem health of improving, stable, declining, critical, or undetermined. Historical information, potential causes, latest trends, solutions, and actions the public can take are provided for each indicator. The report is intended to serve as a centralized source of information for the public to learn more about the condition of our local waters.

The key findings from the report include:

- Oysters are in critical condition in the Pensacola Bay System due to declines since the 1980s and a loss from 2010-2022
- Seagrass beds have expanded or remained stable in the Pensacola and Perdido Bay Systems
- Water Quality in the Pensacola Bay System has recently improved for phosphorus, dissolved oxygen, and turbidity and is stable for chlorophyll-a, but recently declining for nitrogen
- Water Quality in the Perdido Bay System is largely undetermined due to inconsistent monitoring
- Fewer Sanitary Sewer Overflows have occurred in the Pensacola and



Perdido Bay Watersheds

- Fewer beach advisories have been issued due to bacterial concentrations, indicating improved conditions in the Perdido Bay System
- More beach advisories have been issued due to higher bacterial concentration, indicating declining conditions in the Pensacola Bay System, particularly in urban bayous (Bayou Texar, Chico, & Grande)
- Manatee siting has increased in both Pensacola and Perdido Bays

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

i. **Outreach Events**

1. **Earth Day**

PPBEP staff hosted observation tanks at two Earth Day events, one at the Pensacola Bayview Center and the other at Alabama Gulf State Park.

2. **Santa Rosa County Bay Day**

The elementary students for Santa Rosa County's 2023 Bay Day helped design oyster shells to leave their mark on future oyster restoration projects in the Pensacola Bay watershed.

3. **Episcopal Day School Field Day**

Staff took part in the Episcopal Day School's 10th annual fourth-grade field day with partners. Students participated in a waterway warrior relay race to clean the water of hazards for sea turtles and manatees.

4. **PLACE | SLR Pop In**

PPBEP's first Pop-In was held at the downtown Pensacola Main Library. Participants enjoyed fun activities to help educate them on sea level rise in the Pensacola Bay area.

5. **American Magic Wave Gauge Volunteer Day**

American Magic volunteers help staff build wave gauges to be used for future monitoring projects.

ii. **The Humble Oyster Documentary**

The Humble Oyster documentary that explores the past, current, and future conditions of oysters in the Pensacola Bay System was completed. A premiere and panel discussion event was held on May 23rd at the Jean & Paul Amos Performance Studio.

SAVE THE DATE:

Oyster Documentary Broadcast Premiere

May 25th



7:00 PM in-studio episode
8:00 PM broadcast premiere

iii. **Community Grant Updates** (*Madi Ross, Community Outreach Assistant*)

1. **Blackwater Soil & Water Conservation District No-Till Seed Drill Rental Program**

In January 2023, the Blackwater Soil and Conservation District acquired the No-Till Seed Drill for their Rental Program. Their team has created the rental agreement to initiate the program. This project will be renting out the drill to local farmers as a low-cost rental to aid in cover-crop plantings to lower sedimentation inputs from unplanted fields during the off-season. A release ribbon-cutting ceremony was held on May 18th.

2. **Navarre Beach Marine Science Station Aquatic Care Team**

The Navarre Beach Marine Science Center has been taking bi-weekly water quality samples in the Santa Rosa Sound. The final piece of equipment for the project, the CastAway, has been received and will help expand the water quality parameters that students are able to measure. The device will allow students to monitor conductivity, water temperature, depth, sound speed, salinity, time, and position at each of their sampling sites. Students will use the data collected to educate the community on the status of local aquatic ecosystems.

3. **Franklin's Promise EscaRosa OysterCorps**

EscaRosa OysterCorps members work to restore and protect coastal resources by collecting and recycling oyster shells, growing native marsh plants, implementing living shoreline projects, and educating high school students through hands-on experience. In May, the OysterCorps members hosted a field day for students from Pace High School at FloridaTown Park and planted over one hundred salt meadow cordgrass plants.

iv. **Trash Free Waters Lesson Update** (*Madi Ross, Community Outreach Assistant*)

The 2022-2023 high school Trash Free Waters lessons and case studies have been completed. Staff is in the process of planning litter reduction projects with teachers on the campuses of Gulf Breeze High School and West Florida High School for implementation in the 2023-2024 school year.

7. **Discussion Items**

a. **FY23-24 Local Government Contributions**

A framework for local government contributions was presented to the board that adopts a population-based approach for contribution levels.



The board agreed to the authorization of the Chairman and Executive Director to request the adoption of the population-based approach for local government contributions to each governing body's jurisdiction.

8. Committee Updates

a. **Technical Committee** (*Paul Looney, WRA*)

The second annual Management Conference brought together members from all the committees, including the Technical Committee. Attendees were present for a walkthrough of the newly released State of the Bay Report and participated in a breakout session to identify the goals and priorities for the PPBEP Comprehensive Monitoring Strategy.

i. **Oyster Subcommittee** (*Whitney Scheffel, Senior Scientist*)

The second annual Management Conference brought together members from all the committees, including the Oyster Subcommittee. Attendees participated in a breakout session to identify the goals and priorities for the Pensacola Bay Oyster Initiative NOAA Project.

b. **Education and Outreach Committee** (*Rick O'Connor, Florida Sea Grant*)

The second annual Management Conference brought together members from all the committees, including the Education and Outreach Committee. Attendees participated in a breakout session to identify the priorities and necessary planning for the Estuary 101 Campaign and the Evening for the Estuaries Gala.

c. **Environmental Justice Committee** (*Ryan Kirby, Escambia County*)

The second annual Management Conference brought together members from all the committees, including the Environmental Justice Committee. Attendees participated in a breakout session to identify partners and barriers for the Environmental Justice Strategic Plan.

9. Policy Board/Agency Updates

10. Public Comment

11. Adjourned



Agenda Item 6.a.

Approval of a Memorandum of Agreement between the Escambia County Board of County Commissioners and Pensacola and Perdido Bays Estuary Program, Inc.

Background: Since formation in 2018, the Escambia County Board of County Commissioners has served as the host agency and fiscal agent for PPBEP. The PPBEP Board has determined that it would be advantageous to establish an independent entity to carry out the mission of the Estuary Program as the Program continues to grow. On May 18, 2023, the Estuary Program was reorganized as a Florida not-for-profit corporation operating as an instrumentality of government known as Pensacola and Perdido Bays Estuary Program, Inc. The purpose of the MOA is to outline the transition of administrative and financial services from the County to the Estuary Program Corporation to be completed by October 1, 2023.

Recommendation: Recommend the Board approve, and authorize the Chairman to sign, the Memorandum of Agreement between the Escambia County Board of County Commissioners and Pensacola and Perdido Bays Estuary Program, Inc. to transition administrative and financial services from the County to the Estuary Program Corporation.

Financial Impact: None.

Legal Review: Mary Jane Bass has reviewed and provided legal signoff.

MEMORANDUM OF AGREEMENT

By and Between

**Escambia County Board of County Commissioners
and
Pensacola and Perdido Bays Estuary Program, Inc.**

WHEREAS, the Pensacola and Perdido Bays Estuary Program Inc. (hereinafter referred to as "PPBEP" or "Estuary Program") was established in 2018 through Interlocal Agreement to develop and implement a Comprehensive Conservation and Management Plan (CCMP) and carryout restoration, monitoring, and education and outreach priority initiatives across the Pensacola and Perdido watersheds; and

WHEREAS, the Estuary Program was initially funded through a Cooperative Agreement between the Gulf Coast Ecosystem Restoration Council and the US Environmental Protection Agency; and

WHEREAS, since formation in 2018, the Escambia County Board of County Commissioners (hereinafter referred to as "Escambia County" or "the County") has served as the host agency and fiscal agent for PPBEP; and

WHEREAS, the PPBEP Policy Board has determined that it would be advantageous to establish an independent entity to carry out the mission of the Estuary Program as the Program continues to grow; and

WHEREAS, on May 18, 2023, the Estuary Program reorganized as a Florida not-for-profit corporation operating as an instrumentality of government known as Pensacola and Perdido Bays Estuary Program, Inc. (hereinafter referred to as the "Corporation"); and

WHEREAS, the County and the Estuary Program Corporation desire to enter into this Memorandum of Agreement to transition administrative and financial services from the County to the Estuary Program Corporation.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, the receipt and adequacy acknowledged by them, the Parties 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. Effective October 1, 2023, hosting duties, including administrative and accounting services, will transition from Escambia County to the Estuary Program Corporation.
3. All tangible personal property, assets, and equipment used by or for the Estuary Program Corporation valued at over \$500, as specifically listed in Exhibit 1 attached hereto, will be transferred from the County to the Estuary Program Corporation. In addition, any tangible personal property used by or for the Estuary Program Corporation valued under \$500, although not itemized, will also be transferred from the County to the Estuary Program Corporation.
4. The County will complete a grant and/or fund balance transfer on or before October 1, 2023, to the Estuary Program Corporation.

Date: 7/18/2023
Verified By: 

5. The County will provide the Estuary Program a copy of the fiscal year 2023 audit, when available, of Estuary Program grants and expenditures for the Program's records.
6. For grant agreements that were awarded to the County on behalf of the Estuary Program and are unable to be transferred to the Estuary Program Corporation, the County and the Estuary Program agree to enter into subrecipient agreements so the Estuary Program may carry out the scope of work for those grant agreements. This includes EPA Agreement No. 01D08220; NOAA Agreement No. NA22NMF0080234; and FDEP Agreement No. 22PLN35.
7. The County Human Resources Department will assist the Estuary Program Corporation with the orderly transition of employee compensation and benefits (including health and retirement) information.
8. The County IT Department will assist the Estuary Program with transferring devices and phone numbers to the Estuary Program Corporation.
9. The County agrees to continue to provide IT services, including data storage, record retention, and email hosting, to the Estuary Program as an in-kind service.
10. The County agrees to continue providing parking for Estuary Program personnel in the Baylen Street Parking Garage to the Estuary Program as an in-kind service.
11. The County agrees to provide an annual membership contribution to the Estuary Program. Beginning in fiscal year 2023-2024, this will be based on a population formula of 50 cents per resident based on the latest Census data, equaling \$133,000. Five percent, or \$6,650, will be provided as an in-kind contribution for IT services, equaling a financial contribution amount of \$126,350.

Successors And Assigns

This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.

Governing Law

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

Compliance

Both Parties shall comply with all applicable laws, regulations, and ordinances of local, state, and federal governments, as well as any articles of incorporation, bylaws, rules, regulations, or policies of the Parties that may be applicable to the performance of this agreement. The Parties will obtain and maintain, at their own expense, all licenses, permits, insurance, and governmental authorizations necessary to the performance of their obligations under this Agreement.

Dispute Resolution

In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

Entire Agreement

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by written instrument executed by both the County and the Corporation.

Notice

Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided.

To Escambia County:

Escambia County Board of County Commissioners
Attention: Wesley J. Moreno, County Administrator
221 Palafox Place
Pensacola, FL 32502
850-595-4900
administrator@myescambia.com

To PPBEP:

Pensacola and Perdido Bays Estuary Program, Inc.
Attention: Matthew J. Posner, Executive Director
226 Palafox Place, 5th floor
Pensacola, FL 32502
850-595-0820
mjposner@ppbep.org

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as set forth below (herein referred to as "Effective Date").

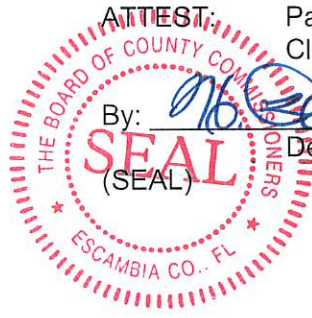
Escambia County:



Lumon J. May, Chairman
Escambia County Board of County Commissioners

Date: 7/18/2023

ATTEST: Pam Childers
Clerk of the Circuit Court



By: 

Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Christopher R. Shaffner, ACA

Date: 07-14-2023

PPBEP:

Woody Speed, Chairman
Pensacola and Perdido Bays Estuary Program, Inc.

Date: _____

Exhibit 1: Schedule of Assets

Item Description	Quantity
Kayaks	9
Kayak Trailer	1
Laptop Computers (docking stations, keyboards, wireless mouses)	7
Computer Monitors	13
Printer/Copier/Scanner	1
Office Desks and Chairs	6
Conference Tables and Chairs	2
Conference Room TV and Stand	1
Office Phones	7
Cell Phones	2
Camera and Lens	1
Projector	1
Drone	1
Water Quality Multi-parameter Meters	2
Turbidity Meters	2
DO Loggers	10
Conductivity Loggers	10
pH Loggers	6



Agenda Item 6.b.

Approval of a Lease Agreement with Empire Partners, LLC

Background: The PPBEP office has been located on the 5th floor of Seville Tower at 226 Palafox Place since December 2021. The original lease designated Escambia County as the lessee as the County has served as host and fiscal agent for PPBEP since 2018. The office lease between Empire Partners and the County expired on July 31, 2023. A new lease has been drafted with Pensacola and Perdido Bays Estuary Program, Inc. serving as the lessee since PPBEP will become independent October 1, 2023.

It should be noted that market rate for the subject office space is \$84,000 per year, or \$6,000 per month. Empire Partners has provided a generous discount, in the amount of \$42,000 per year, freeing up funds that would have been spent on office space to be spent on other programmatic costs.

Recommendation: Recommend the Board approve, and authorize the Chairman to sign, a lease agreement with Empire Partners, LLC for PPBEP's office located at 226 Palafox Place, 5th floor.

Financial Impact: The annual cost of the office lease will be \$42,000, paid in monthly installments of \$3,500.

Legal Review: Mary Jane Bass has reviewed and provided legal signoff.

SEVILLE TOWER OFFICE LEASE

THIS LEASE is executed to be effective 1 August 2023, between EMPIRE PARTNERS, LLC, a Florida limited liability company, 11th Floor, Seville Tower, 226 South Palafox Place, Pensacola, Florida 32502, ("Landlord") and Pensacola and Perdido Bays Estuary Program, Inc.: 226 South Palafox Place, 5th Floor: Pensacola, Fl 32502. ("Tenant").

1. Lease. Landlord hereby leases to Tenant: Entire 5th Floor (the "Premises"), Seville Tower, 226 South Palafox Place, Pensacola, Florida (the "Building").
2. Purpose of Lease. The Premises are to be used solely as general office space.
3. Term. This Lease is for a period of one year commencing on 1 August 2023, and ending at midnight on 30 September 2024 (the "Initial Term").
4. Rent and Parking Fees for the Initial Term.
 - a. For the first year of the Initial Term:
 - i. Rent shall be \$ \$84,000.00, payable in monthly installments of \$ 6,000.00 ("monthly Rent"). The Landlord will offset lease payments by \$30,000 (\$2,500 monthly) through an in-kind contribution to Pensacola and Perdido Bays Estuary Program, Inc. as a Guardian of the Gulf Business Sponsor. This will result in a net lease payment of \$42,000.00, payable in monthly installments of \$3,500.00.
 - ii. Lease includes one (1) parking spaces (spot 32) located in the back lot.
 - iii. Sales tax is not included and will not be assessed as Pensacola and Perdido Bays Estuary Program, Inc. is a qualifying non-profit exempt from sales tax. Should the exempt status change, Tenant shall notify the Landlord and sales tax will be assessed at the current legal rate.
 - b. Rent for each year after the first year of the Initial Term shall be increased by 3% over the amount of the previous year's Rent, noting a cap at 3% increase per year.
5. Payment and Late Fees. All amounts due under this Lease shall be paid at the Landlord's office on the eleventh floor, Seville Tower, Pensacola, Florida, or by mail to P.O. Box 710, Pensacola, FL 32591-0710. If the amounts due are not received by Landlord within 5 days of the due date, then the Tenant shall pay a late charge of 5% of the amount past due, which late charge shall be paid at the time the past due amount is paid.
6. Renewal. If Tenant is not in breach or default under any provision of this Lease, then Tenant may renew this Lease for one (1) term(s) commencing upon the expiration of the Initial Term, according to the same terms and conditions herein set forth, except that Rent for each year of any Renewal Term

shall be increased by 3% over the amount of the previous year's rent. To exercise this option, Tenant shall provide Landlord with notice, in writing, at least 30 days before the expiration of the Initial Term.

7. Parking. Should additional spaces become available, parking spaces will be assigned and policed as deemed appropriate by Landlord and the tenant or the tenant's employees will be given the option to lease additional spaces. Landlord retains the right in its sole discretion to reassign the parking spaces at any time. All parking spaces are reserved Monday – Friday, during normal business hours.
8. Security/Damage Deposit. At the execution of this Lease, Tenant shall not be obligated to pay to Landlord a security deposit. Landlord, however, reserves the right, in its sole discretion and at any time to demand payment of \$ 500.00 as a security deposit, which shall secure the performance of the Tenant's obligations hereunder, and shall be paid within 3 days of written demand. Landlord may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.
9. Notices. All notices to be given to either party shall be in writing, delivered by depositing them in the United States mail, postage prepaid, to the addresses of each party given above; by facsimile. Landlord's facsimile number is 850-438-2620 or gail@merrillland.com. Tenant's email is mjposner@ppbep.org.
10. Utilities. The Landlord agrees to furnish the Premises, during ordinary business hours, with a reasonable amount of water and sewer services. Landlord shall also pay for the electricity service for the Premises.
11. Landlord/Tenant Obligations. Notwithstanding the foregoing, the Landlord shall not be deemed in default hereunder or liable in damages to the Tenant for any failure, suspension, stoppage, or interruption of any of the foregoing, caused by repairs or replacements, riots, explosions, earthquakes, floods, rainstorms, war, insurrection, failure of any public utility to furnish any thereof, acts of God, accidents or any other cause or causes beyond the control of Landlord, nor shall such failure constitute an eviction. Tenant shall cooperate fully with Landlord and abide by all the regulations and requirements that Landlord may prescribe for the proper functioning and protection of any utility systems. Tenant shall not use any apparatus or device that will in any way increase the load upon the amount of such services usually furnished, and Tenant shall not connect any device with wires, conduits, pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without the prior written consent of Landlord. Landlord reserves the right to charge for such services, or any of them, should Tenant use the same to excess, and the refusal on the part of Tenant to pay upon demand of Landlord shall be a breach of this Lease.
12. Taxes. The Landlord shall pay any real property taxes assessed against the Building. The Tenant shall pay before delinquency all city, county or state taxes assessed or levied against the rent, furnishings, equipment and other personal property of Tenant.
13. Use of Premises.
 - a. The Tenant shall not use or permit the use of any part of the Premises for any purpose except those set forth herein without Landlord's prior written approval, and no activities shall be engaged in, or

permitted, which will increase the existing insurance rate on the Building, or cause a cancellation of any insurance policy covering any part of the Building, nor shall the Tenant permit any article about the Premises or the Building that may be prohibited by the standard fire and extended coverage insurance policies. The Tenant, at its expense, shall comply with all requirements of any insurance company necessary to maintain reasonable fire insurance, but shall not be required to make physical modifications to the Premises.

- b. The Tenant shall not commit or suffer any waste, or any public or private nuisance on the Premises.
- c. Tenant shall not allow any part of the Premises to be used in any manner that will impair the structural strength of the Building or allow to be installed in the Building any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundation or structural strength thereof.
- d. Tenant shall not burn any rubbish, garbage or debris about the Premises, and shall cause all such material to be stored within the Premises until disposed.
- e. No portion of the Premises shall be used as a dwelling by any person. No animals are allowed on the Premises.

14. Alterations. The Tenant shall not make or allow any alterations of the Premises without the Landlord's prior written consent. Any alterations made by the Tenant that are permanent shall remain with the Building. If any office equipment, fixtures or the like of Tenant, which are not permanent, are removed at the termination of the Lease, Tenant shall, at Tenant's expense, repair any damage to the Premises caused by such removal.
15. Abandonment. The Tenant shall not vacate or abandon the Premises at any time during the term. If the Tenant shall abandon, vacate, or surrender the Premises, or be dispossessed by process of law, any of the Tenant's personal property left on the Premises shall be deemed abandoned, at Landlord's option.
16. Maintenance and Repair of Premises. The Landlord shall maintain the exterior roof and walls of the Building, together with the foyer and common areas, in good condition and repair. Landlord shall also maintain all HVAC, electrical, plumbing and mechanical systems in good condition and repair. Tenant shall be responsible for replacing bulbs in its lighting fixtures and for any stoppage of the plumbing system caused by its placement of foreign objects in the toilets or sinks. Except as specifically provided herein, the Tenant, at the Tenant's expense, shall maintain all parts of the Premises in good proper order and condition. Tenant agrees on the expiration of the term, or sooner termination of this Lease, to surrender the Premises to Landlord in as good condition as received reasonable use and wear excepted.
17. Laws and Ordinances. Tenant, at its sole expense, shall comply with the requirements of all local, state and federal authorities now or hereafter in force. The judgment of any court of competent jurisdiction, or Tenant's admission in any action or proceeding against Tenant, whether or not the Landlord is a party thereto, that Tenant has violated any such authority, shall be conclusive of the fact as between Landlord and Tenant.

18. Indemnity.

- a. Tenant hereby agrees to indemnify Landlord and Landlord's principals, shareholders, directors, affiliates, officers, employees, managers, partners, agents, contractors and attorneys (collectively, the "Landlord Parties") and hold the Landlord Parties harmless from any loss, liability, expense or claims arising out of damage or injury resulting from, directly or indirectly, any negligent or willful action or omission by Tenant, Tenant's invitees, agents, contractors, employees, subtenants, assignees, licensees or concessionaires; and, without limiting the generality of the foregoing, Tenant further covenants and agrees to indemnify and hold the Landlord Parties harmless from and against any penalty, damage or charge imposed by reason of any violation of law or ordinance by Tenant. If any action or claim against which any of the Landlord Parties are entitled to indemnification, Tenant shall immediately notify Landlord of the same and shall furnish Landlord with all relevant information concerning such action or claim, and Landlord shall be entitled, at Tenant's expense, to participate in, and to the extent that Landlord wishes, to assume the defense thereof.
 - b. Landlord hereby agrees to indemnify Tenant and Tenant's shareholders, directors, affiliates, officers, employees, agents, contractors and attorneys (collectively, the "Tenant Parties") and hold the Tenant Parties harmless from any loss, liability, expense or claims arising out of damage or injury resulting from, directly or indirectly, any negligent or willful action or omission by Landlord, Landlord's invitees, agents, contractors, employees, subtenants, assignees, licensees or concessionaires; and, without limiting the generality of the foregoing, Landlord further covenants and agrees to indemnify and hold the Tenant Parties harmless from and against any penalty, damage or charge incurred or imposed by reason of any violation of law or ordinance by Landlord. If any action or claim against which any of the Tenant Parties are entitled to indemnification hereunder, Landlord shall immediately notify Tenant of the same and shall furnish Tenant with all relevant information concerning such action or claim, and Tenant shall be entitled, at Landlord's expense, to participate in, and to the extent that Tenant wishes, to assume the defense thereof.
 - c. If both Landlord and Tenant are negligent, each party shall indemnify and hold the other party harmless to the extent of such party's negligence, as may be determined by any final non-appealable judgment entered by a court of competent jurisdiction.
19. Waiver of Subrogation. Landlord and Tenant hereby release each other and their respective agents, employees, partners, shareholders, managers, partners, officers and directors from any claims or actions for damage to any person, the Premises or the Building that are caused by or result from risks insured under any insurance policies maintained or required to be maintained under this Lease or in force at the time of any such damage. Landlord and Tenant each covenant and agree that no insurer shall hold any right of subrogation against the other with respect to any such damage or loss. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by way of subrogation against the other party in connection with any damage covered by any such policy.
20. Insurance. Throughout the term of this Lease, the Tenant shall purchase and maintain the following insurance coverages:
- a. Comprehensive General Liability Insurance at limits of not less than Three Hundred Thousand Dollars (\$300,000.00), for all damages arising out of bodily injury to or death of one or more persons resulting from any one occurrence; and Property Damage Liability providing for a limit of not less than Twenty Five Thousand Dollars (\$25,000.00) for all damages arising out of injury to or

destruction of property resulting from any one occurrence and subject to that limit per occurrence, a total (or aggregate) limit of One Hundred Thousand Dollars (\$100,000.00) for all damages arising out of injury to, or destruction of, property during the policy period.

- b. Such insurance shall include: Usual Personal Injury Liability Insurance with an aggregate limit of \$1,000,000.00, including coverage for false arrest, detention or imprisonment or malicious prosecution; libel, slander, defamation or violation of right of private occupancy; coverage to include personal injury sustained by any person as a result of an offense directly or indirectly related to employment of such person by the name insured. Such insurance shall include EMPIRE PARTNERS, LLC, as an additional insured and shall also include Contractual Liability coverage to protect the Tenant from claims arising out of liability assumed by the Tenant in connection with this Agreement.
- c. All insurance policies required under the terms of this paragraph shall each contain an express requirement that the Landlord shall receive a 30 day written notice from the insurer prior to cancellation, non-renewal, or reduction in coverage. Tenant agrees to furnish the Landlord appropriate certificates of insurance evidencing compliance at all times, with the provisions of this paragraph. Said certificates shall contain a 30 day prior written notice of cancellations, non-renewal, or reduction in coverage and reference to the contractual liability assumed under this agreement.

- 21. Sales, Use or Similar Taxes. In addition to the Rent, Tenant shall also pay monthly to Landlord all required sales, use or similar taxes.
- 22. Landlord's Right of Entry. The Tenant shall permit the Landlord to enter upon the Premises at all reasonable times to inspect them and to maintain or repair any portion of the Building or Premises.
- 23. Destruction of the Premises. If during the term of this Lease, the Premises or the Building shall be totally or partially destroyed or damaged by fire, windstorm, earthquake, flood, act of God or the elements or by other causes, so as to render the same unfit for occupancy, Landlord shall have the right to restore the Building or the Premises or to terminate this Lease. Landlord shall notify Tenant in writing of Landlord's decision whether to restore or terminate within twenty (20) days after the settlement of insurance loss adjustment with reference to the event of destruction or damage, or within sixty (60) days after the date of the destructive event, whichever is earlier. If Landlord elects not to terminate the Lease, but to repair or restore the Building or the Premises, Landlord shall do so as speedily as reasonably possible after the completion of the insurance loss adjustment, and should the damages be so extensive as to render the Premises untenable, then the rent or a just and proportionate part thereof, according to the nature and extent of the damage, shall cease until the same shall be repaired by Landlord; but Tenant shall in no case be entitled to compensation or damages on account of any annoyance or inconvenience in making said repairs or on account of such destruction or on account of such termination of this Lease. If Landlord elects to repair or restore and proceeds promptly, but fails to complete the work within one hundred twenty (120) days following commencement of repair work, Tenant shall have the option to terminate this Lease by notice in writing to Landlord delivered 10 days before the termination is effective.
- 24. Assignment and Subleasing. Tenant may not assign this Lease or sublet any portion of the Premises without the prior written consent of Landlord.

25. Events of Default. Each of the following events shall be deemed to be an Event of Default by Tenant under this Lease:
- a. Tenant shall fail to pay any installment of Rent or any other obligation hereunder involving the payment of money when due hereunder and shall not cure such failure within 10 days after written notice to Tenant;
 - b. Tenant shall fail to comply with any term, provision or covenant of this Lease, and shall not cure such failure within 15 days after written notice thereof to Tenant; provided that if such failure cannot be reasonably cured within such 15-day period, Tenant shall not be in default if Tenant commences such cure within the 15-day period and completes the same with due diligence;
 - c. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors; Tenant shall file a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant.
 - d. A receiver or Trustee shall be appointed for the Premises or for all or substantially all of the assets of Tenant.
26. Remedies. Upon the occurrence of any Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:
- a. Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that Landlord may have for possession or arrearages in Rent, file suit for eviction and/or repossession and/or enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution of any claim for damages therefore; and/or
 - b. File suit for eviction and/or repossession or enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, with or without having terminated the Lease.
 - c. The remedies stated in this Lease shall be cumulative and in addition to each other and to any right or remedy available to Landlord at law or in equity.
 - d. Exercise by Landlord of any one or more remedies hereby granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Landlord and Tenant.
27. Landlord's Right to Cure Defaults. If Tenant fails to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premises for such purpose), and thereupon Tenant shall be obligated, and

hereby agrees, to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorneys' fees) incurred by Landlord in taking such remedial actions.

28. Termination by Landlord. If Landlord elects to terminate this Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord the sum of all Rent and other indebtedness accrued to the date of such termination plus, as damages, an amount equal to the aggregate amount of the Rent and all other sums hereunder for the remaining unexpired portion of the Lease Term.
29. Termination of Tenant's Right to Possession. If Landlord elects to repossess the Demised Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent and other indebtedness accrued to the date of such repossession, plus all Rent and other sums required to be paid by Tenant to Landlord during the remainder of the Lease Term, plus all expenses incurred in any reletting for attorneys' fees and real estate broker fees necessary to attract and secure a new tenant diminished by any net sums thereafter received by Landlord through reletting the Premises during said period as Landlord receives the same. In no event shall Tenant be entitled to any excess rental obtained by reletting over and above the Rent herein reserved. Actions to collect amounts due by Tenant may be brought at one time, from time to time, and on one or more occasions, without the necessity of Landlord's waiting until the expiration of the Lease Term.
30. Injunctive Relief. Upon the breach or the attempted or threatened breach of any covenant or provision contained in this Lease by Tenant, Landlord shall have, in addition to all other remedies provided to it hereunder or by law or equity, the right to obtain an injunction prohibiting such breach or attempted breach without the necessity of proving the inadequacy of legal remedy, irreparable harm or probable right of recovery.
31. Default by Landlord. If Landlord defaults hereunder, except as otherwise provided herein, Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have 15 days in which to cure such default or to commence to cure such default. If any such default cannot be reasonably cured within such 15-day period, Landlord shall prosecute such cure with diligence to a conclusion. Unless and until Landlord fails to so cure or proceed with diligence to cure any default after such notice, Tenant shall not have any remedy or cause of action by reason thereof.
32. Quiet Enjoyment and Covenant of Title. Landlord covenants that it has full right, power and authority to execute this Lease, and that Tenant, upon payment of Rent and performance of the terms, conditions, and covenants herein shall peacefully and quietly have, hold and enjoy the Premises during the full Term of this Lease, and any renewal hereof, from the adverse claims by all persons, parties, or entities whatsoever.
33. Subordination. This Lease and all rights of Tenant hereunder are subordinate to all now existing or hereinafter adopted zoning restrictions, all liens now existing upon said property, all existing or hereafter executed ground or underlying leases, and any encumbrances or mortgages. Tenant hereby expressly acquiesces in and consents to the making of new mortgages, encumbrances now existing or hereinafter placed upon the Building, and that all of the same shall be prior to this Lease, and that this Lease and all Tenant's rights thereunder shall be subject to all encumbrances, mortgages or other obligations.

34. Waiver. A waiver on the part of Landlord at any one or more times of any one or more of its rights hereunder shall not be construed as a waiver of any other or future rights, nor as a waiver of the same right or rights at any subsequent time.
35. Paragraph Headings and Pronouns. The paragraph headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof. Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the singular number or vice versa in any place or places herein in which the context may require such substitution.
36. Amendments and Modifications to be in Writing. This Lease may be modified or amended only by a writing executed by both Landlord and Tenant. This agreement is the sole agreement between Landlord and Tenant, and supersedes any prior discussions between parties.
37. Holding Over. Any holding over after the expiration of the term with the Landlord's consent, shall be construed to be a tenancy from month to month at the rental and upon the terms and conditions specified in this Lease.
38. Successors and Assigns. This Lease, subject to the provisions as to assignment or subletting, shall apply to and bind the successors and assigns of all of the parties or guarantors hereto, and all of the parties hereto shall be jointly and severally liable hereunder.
39. Reservations of Rights. Landlord hereby reserves the following rights (a) after Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for occupancy; (b) to rent or lease space in the Building to others for such purposes as Landlord may determine; (c) and to enter the Premises at all reasonable hours for inspections, repairs, alterations or additions to the Premises or the Building, (d) to exhibit the Premises to others, (e) to display "For Lease" signs, and (f) for any purpose whatsoever related to the safety, protection, insurance, preservation or improvement of the Premises or the Building or Landlord's interests.
40. Material Consideration of Covenants and Restrictions. Tenant recognizes that each of the covenants contained herein, including without limitation, the restrictions and use of Premises and the Guaranty, are material considerations moving from one party to the other, and that Landlord would not execute this Lease except upon the agreement of Tenant to faithfully and fully comply with each of the covenants and agreements of Tenant.
41. Estoppel Certificate. Tenant shall, from time to time, without charge and upon 10 days written notice from Landlord, execute and deliver to Landlord a statement certifying the then current status of this Lease, stating any modifications thereof, the date to which rental has been paid hereunder and any then claimed Landlord defaults hereunder. Failure to deliver such statement shall be conclusive that the Lease is then in full force and effect and unmodified, that the Landlord is not in default thereunder, and that not more than one month's rental has been paid in advance.
42. Attorneys' Fees and Costs. In any dispute arising from this Lease, in addition to any other remedies or damages awarded, the prevailing party shall be entitled to recover all costs, expenses and reasonable attorneys' fees incurred in relation to such dispute, including paralegal fees, and fees and costs incurred

for collection, bankruptcy and appellate proceedings, and any other post-judgment activities, and regardless of the method of dispute resolution used by the parties.

43. Liens. Tenant shall not allow any involuntary lien to be filed against the Premises or the Building, or any part thereof, and shall not voluntarily grant any lien or security interest therein or in Tenant's leasehold interest created by this Lease. Tenant agrees to defend, indemnify and hold Landlord harmless from and against any liens resulting from construction or other work on the Premises performed by or at the request of the Tenant.

44. Severability. If any provision of this Lease or the application thereof to any person, entity or circumstance is to any extent invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the extent permitted by law.

45. Venue and Law. The venue for any such action shall be Escambia County, Florida. This lease shall be governed by Florida Law.

46. Rules and Regulations. Tenant agrees that its employees, invitees, agents and all other persons entering and/or occupying said Premises at Tenant's request, or with Tenant's permission, will abide by all rules that Landlord may make from time to time for the management, safety, protection, security, care and cleanliness of the Building, and the preservation of good order therein, as well as for the convenience of other occupants and Tenants of the Building. Such rules and regulations include, but are not limited to, those listed on Exhibit A.

47. Exhibits. This Lease includes Exhibits A.
Signed and sealed in the presence of:

WITNESSES:

(Print Name)

LESSOR:

EMPIRE PARTNERS, LLC

By: _____

Name: _____

Title: _____

Date: _____

(Print Name)

LESSEE:

**PENSACOLA AND PERDIDO BAYS ESTUARY
PROGRAM, INC.**

WITNESSES:

By: _____

(Print Name)

Name: Woody Speed

Title: Chairman

(Print Name)

Date: _____

EXHIBIT "A"
Building Rules and Regulations

The following Building Rules and Regulations have been adopted by Landlord for the care, protection and benefit of the Premises and the Building, and for the general comfort and welfare of all Tenants.

1. The sidewalks, entrances, passages, halls and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress to and from the Building and the Premises.
2. Restroom facilities, water fountains, and other water apparatus shall not be used for any purpose other than those for which they were constructed.
3. Landlord reserves the right to designate the time when freight, furniture, goods, merchandise and other articles may be brought into, moved or taken from the Premises or the Building.
4. Tenant shall not put additional locks or latches upon any door without the written consent of Landlord. Any locks so added on any door shall remain for the benefit of Landlord, and the keys to such locks shall be delivered to Landlord by Tenant. Landlord shall furnish a reasonable number of door keys to the Premises, which shall be surrendered on termination of Lease. Landlord reserves the right to require a deposit for such keys to ensure their return at the termination of the Lease. Tenant shall acquire keys only from Landlord and shall not obtain duplicate keys from any outside source. Further, Tenant shall not alter the locks or effect any substitution of such locks as are presently being used in the Premises.
5. To ensure proper use and care of the Premises, Tenant, its employees, agents, guests or invitees shall not: a) keep or bring animals on the Premises, b) use the Premises as temporary or permanent sleeping quarters, c) conduct any activity, the noise from which may, in Landlord's opinion, disturb or interfere with the tranquility of other Tenants, d) engage in or permit games of chance or any form of gambling or immoral conduct in or about the Premises, e) affix or attach any signage, logo or emblem to any door(s); or mark or defile doors, walls, windows or drive nails or screws into walls, floors, doors or partitions; or otherwise harm or deface them by paint, paper or other substances; g) operate any machinery within the Premises, except customary office equipment such as Dictaphones, calculators, electric typewriters, computers, and the like. Special electrical or other motor driven equipment used in Tenant's trade or profession may be operated only with Landlord's prior written consent.
6. Tenant, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others. Tenant shall not use parking areas for overnight storage of vehicles or other property, nor for any purpose other than the parking of private vehicles during normal business hours. Company names may not be included in signs designating reserved parking spaces.
7. Tenant hereby acknowledges that it is responsible for informing its employees, agents, guests and/or invitees that they shall not park in space(s) that are identified as reserved for others, and Landlord hereby reserves the right to tow any improperly parked vehicle at the sole cost and expense of the vehicle owner. Repeated violations of this provision may result in Tenant losing its reserved parking space(s).

8. Tenant shall not install on the Premises any heavy equipment or fixtures or permit any concentration of excessive weight in any portion thereof without Landlord's prior written consent.
9. Landlord reserves the right at all times to exclude newsboys, loiterers, vendors, solicitors, and peddlers from the Building and to require registration or satisfactory identification or credentials from all persons seeking access to any part of the Building outside ordinary business hours. Landlord will exercise its best judgment in the execution of such control, but will not be liable for the granting or refusal of such access.
10. Landlord reserves the right at all times to exclude the general public from the Building.
11. No wires, conduits, poles, satellite dishes, etc., of any kind or type (including but not limited to television and radio antennae) shall be attached to the outside of the Building, or installed in any part of the Building without Landlord's prior written consent.
12. If the Premises are furnished with carpeting, Tenant shall provide a plexiglass or comparable carpet protection mat for each desk chair customarily used by Tenant. For default or carelessness in these respects, Tenant shall pay Landlord the cost of repairing or replacing the carpet, in whole or in part, as Additional Rent when, in Landlord's sole judgment, such repair or replacement is necessary.
13. Tenant shall keep all doors to the Premises closed at all times, except for ingress and egress to the Premises.
14. All installations in the Common Telephone/Electrical Equipment Rooms shall be limited to terminal boards and connections. All other electrical equipment must be installed within the Premises.
15. Any items of any nature whatsoever placed in Common Areas (i.e. hallways, restrooms, parking garage, storage areas and equipment rooms) are placed at Tenant's sole risk, and Landlord assumes no responsibility whatsoever for any loss or damage as regards same.
16. Landlord reserves the right to relocate tenant. Relocated space shall be of comparable size, furnishing and fixtures to the existing premises. Landlord would be responsible for all cost associated with relocation including, but not limited to, physical moving of furnishing, phone and internet systems, and tenant's lost production time.



Agenda Item 6.c.

Approval of the Pensacola & Perdido Bays Estuary Program Operating and Procurement Procedures Manual

Background: As PPBEP transitions into an independent entity, PPBEP is required to establish policies and procedures to ensure appropriate checks and balances are in place. The Pensacola & Perdido Bays Estuary Program Operating and Procurement Procedures Manual establishes financial management and procurement policies for the Program. This Operating Manual is based on the Indian River Lagoon Council and Tampa Bay Estuary Program Operating Manuals.

Please note legal counsel is in the process of drafting the investment policy language. Once this language has been finalized, the amended Manual will be brought before the Board for approval.

Recommendation: Recommend the Board approve the Pensacola & Perdido Bays Estuary Program Operating and Procurement Procedures Manual.

Financial Impact: None.

Legal Review: Mary Jane Bass has reviewed and provided legal signoff.

OPERATING AND PROCUREMENT PROCEDURES MANUAL

Approved **Month Date**, 2023

Pensacola and Perdido Bays Estuary Program, Inc.

Board of Directors

I. Table of Contents

I.	INTRODUCTION.....	3
II.	MANAGEMENT STRUCTURE	3
III.	ANNUAL BUDGET	3
IV.	PROCUREMENT PROCEDURES	4
A.	Approval of Purchases	5
B.	Selection of Contractors	5
C.	Competitive Solicitation Requirements.....	5
D.	Obtaining Quotes.....	6
E.	Competitive Selection.....	6
F.	Competitive Negotiation	11
G.	Transactions Exempt from Competitive Procurement.....	13
H.	Contract Renewals and Continuing Contracts.....	14
I.	Restrictions on Purchases.....	15
J.	Other Considerations.....	15
K.	Conduct.....	15
L.	Responsibilities of PPBEP and Vendor/Contractor	16
M.	Termination of Contract; Rescission of Award	16
N.	Public Records.....	17
O.	Compliance with the Procurement Policy	17
P.	Purchase Orders.....	17
Q.	Credit Card	17
I.	Cash Disbursements.....	18
II.	Cash Procedure.....	18
III.	PAYROLL.....	18
IV.	INVESTMENT POLICY AND OVERSIGHT.....	19
A.	Authority.....	19
B.	Internal and External Controls on Fiscal Management	19
C.	Annual Audit over Internal Controls.....	19

I. INTRODUCTION

The Pensacola and Perdido Bays Estuary Program, Inc. (PPBEP) was established pursuant to an Interlocal Agreement of local governments to guide the development and implementation of a Comprehensive Conservation and Management Plan (CCMP) to improve water quality and living resources for the Bay Systems. PPBEP is incorporated as a Florida not-for-profit corporation.

This Operating and Procurement Procedures Manual provides a guide to the fiscal and procurement procedures of PPBEP. The objectives of the financial management and procurement system are to provide the Board of Directors with reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with generally accepted accounting principles and the Code of Federal Regulations (40 CFR 31).

Preparation of this Operating and Procurement Procedures Manual is authorized under Section 2.4.1 of the 2023 Interlocal Agreement, the Articles of Incorporation, and Bylaws of PPBEP. PPBEP is authorized to enter into an administrative support agreement with a third party to provide administrative services.

II. MANAGEMENT STRUCTURE

A Board of Directors was established through the Interlocal Agreement and Articles of Incorporation to provide overall direction to the PPBEP, make policy decisions on program budgets and expenditures, and serve as the governing board for the corporation. Serving on the Board of Directors are representatives or their alternates appointed by and representing the local governments that are parties to the Interlocal Agreement. In accordance with the Interlocal Agreement, the Articles of Incorporation, and Bylaws, the Board of Directors has primary authority over the administration of the PPBEP.

The Interlocal Agreement and Bylaws authorize the Board of Directors to create, amend, or abolish standing and ad hoc advisory and factfinding committees. This currently includes the Finance Subcommittee, Technical Committee, Education and Outreach Committee, Business Partnership Committee, and Environmental Justice Committee.

This Manual prescribes the expected flow of procurement and accounting documentation and establishes a uniform and systematic accumulation of information and statistical data necessary to fulfill the procurement, financial and accounting requirements of PPBEP. An annual summary outlining the status of projects and accomplishments shall be prepared as part of the Annual Work Plan. Budget reports shall be provided to the Finance Subcommittee and Board of Directors at the regularly scheduled Subcommittee and Board meetings.

III. ANNUAL BUDGET

Operations of PPBEP are funded primarily through local, state, and federal contributions and grants, in addition to donations. The Interlocal Agreement and Bylaws establish the budget process and requires that the Board of Directors develop and approve an annual budget. PPBEP shall observe a fiscal year beginning October 1st and ending September 30th of each year. On or before September 1st of each year, the Board shall approve an annual budget for the upcoming fiscal year. Contributions recommended from each party shall be determined by a super-majority vote of the members present.

PPBEP uses the following budget categories:

Personnel: This item represents the base salaries for all full-time and part-time employees, temporary services, and allocations of accrued holidays and paid time off.

Fringe Benefits: This item represents the cost of FICA benefits and workers compensation paid plus the net cost of Health and Life Insurance for all employees. This cost also includes the contributions made on behalf of the employees to the Florida Retirement System.

Travel: This item represents travel related expenses associated with PPBEP business, including conferences, workshops, seminars, and meetings. Travel costs include mileage, per diem, air travel, lodging, and other associated travel costs. Travel requests must be approved by the PPBEP Executive Director. Complete instructions to employees on travel requests and reimbursement of expenses are provided in the Personnel Handbook.

Equipment: This item represents tangible personal property having a useful life of more than one year and a per-unit acquisition cost of greater than or equal to \$5,000.

Supplies: This item represents costs needed to provide for normal day-to-day office and field supplies with a per-unit acquisition cost of less than \$5,000.

Communications: This item represents costs for telephone, internet, website, and related services.

Fees and Dues: This item represents costs of subscriptions, publications, memberships, sponsorships, and other fees (i.e. postage, filing fees, etc.).

Contractual: This item represents the cost of retaining consultant, contract, and other professional services to assist the PPBEP in areas where specialized assistance is required.

Administrative Services: This item represents costs associated with facility leases and utilities, accounting and financial services, auditing services, legal services, and insurance.

Other: This item includes a variety of expenses necessary for program operations such as staff training and professional development, solicitation and recruitment costs, ancillary meeting expenses, recognition award programs, and advertising.

IV. PROCUREMENT PROCEDURES

Local, state, and federal funds, along with donations, constitute the principal funding sources for the PPBEP. The major budget objective of the PPBEP is to utilize available funding each year to implement the approved Annual Work Plan.

The Annual Work Plan is developed by PPBEP staff, and reviewed and approved by the Board of Directors ahead of the start of the fiscal year. Selection of projects and associated work scopes is based on the work necessary during the coming year to meet the Program's responsibilities under the Interlocal Agreement and implement the CCMP.

The process is designed to take advantage of the considerable knowledge and experience of professionals and

policy makers serving on the Board and advisory committees.

Contracts are generally written on a cost-reimbursement basis for specific tasks and deliverables with a not-to-exceed (time and materials) amount. This provides a convenient basis for invoicing work accomplished by the contractor and tracking the level of effort being expended on a particular task. The not-to-exceed amount specified in a particular contract is the price offered in a contractor's proposal and includes the contractor's profit. Contract negotiations center on obtaining the best possible product(s) within the budget allocated for a particular project. Lump sum contracts are also permissible depending on the nature of the solicitation and requested scope of services.

Vendors/contractors responding to a competitive solicitation of PPBEP will be notified of the provisions of section 287.0571, Florida Statutes, which prohibit local governments from considering or requesting documentation of a vendor/contractor's social, political, or ideological interests when determining if the vendor/contractor is a responsible vendor/contractor. In accordance with section 287.0571, Florida Statutes, PPBEP will not consider social, political, or ideological interests in selecting a vendor/contractor and will not request any documentation of a vendor/contractor's social, political, or ideological interests for use in determining if the vendor/contractor is a responsible vendor/contractor.

A. Approval of Purchases

In addition to initial approval in the Annual Work Plan, the following internal accounting controls are observed. All purchases must be approved by the Operations Manager and/or the Executive Director. Additional approval is required as follows:

1. Purchases over \$300.00 must be approved by the Executive Director. The Executive Director may authorize, in writing, other staff to approve purchases on a temporary or other specified basis.
2. Service contracts under \$25,000 shall be approved by the Executive Director.
3. Services over \$25,000 shall be approved by the PPBEP Board of Directors.

B. Selection of Contractors

In order to keep the PPBEP staff a small yet effective working unit, specialized technical services and other specialized needs will be obtained through qualified consultants and agencies in the public and private sector. It is the intent of PPBEP to select the best-qualified firms and agencies to provide the services necessary to meet PPBEP's responsibilities under the Interlocal Agreement.

C. Competitive Solicitation Requirements

The PPBEP will comply with applicable competitive solicitation requirements, including but not limited to:

- Auditor Selection provided for in section 218.391 of the Florida Statutes;
- Public Construction/Works provided in section 255.20 of the Florida Statutes; and
- Consultants' Competitive Negotiation Act (CCNA) provided in section 287.055 of the Florida Statutes.

Unless otherwise set forth herein, competitive solicitation shall be used for the purchase of goods and services in accordance with the following process:

Competitive Threshold Category	Purchase Dollar Amount (per item)	Process Requirement
Category One	\$0 - \$5,000	Single Quote or Relevant Pricing Information
Category Two	\$5,000.01 - \$25,000	Three Competitive Written Quotes (RFQ)
Category Three	\$25,000.01 or more	Competitive Selection – ITB, ITN, RFI, RFP
Category Four	Thresholds set forth in CCNA, 287.055, Florida Statutes, for professional architectural, engineering, landscape architectural, or surveying and mapping services	Requests for Qualifications process set forth in 287.055, Florida Statutes

The above chart represents the minimum procurement process requirements, and the staff shall have discretion to determine whether a good or service requires a more comprehensive process (i.e. a determination that a particular good or service in Category One or Two requires additional quotes, a competitive sealed bid or RFP).

D. Obtaining Quotes

1. For purchases of goods or services in Category One, the staff shall obtain at least one quote or relevant pricing information. Quotes may be obtained by any employee but must be forwarded with the requisite work order to the Operations Manager and/or the Executive Director for review and processing.
2. For purchases of goods or services in Category Two, the staff shall obtain through a request for quotes at least three written quotes. Each written quote should detail the quantity and description of the item purchased. Vendors must complete and return the written quote within the designated time period. The Executive Director will then review the quotes and obtain any necessary employee input relating to which vendor has submitted the best, responsive, and responsible quote meeting the specifications. Written quotes must have the name and signature of the individual person providing the quote.
3. All purchase orders will be processed in accordance with the provisions of this manual to the lowest and/or best, responsive, responsible vendor meeting the specified requirements.

E. Competitive Selection

The minimum procurement process for acquiring equipment, supplies, or service with a cost in Category Three is through invitation to bid (“ITB”), invitation to negotiate (ITN), request for information (RFI), or the request for proposals (RFP) process. The PPBEP will follow the following procedures and advise third parties as to the applicability of the procedures during each procurement process.

1. Invitation to Bid – Unless otherwise provided by law, the PPBEP shall publicly announce an invitation to bid no less than ten (10) calendar days prior to the bid opening. The invitation to bid shall include a detailed description of the goods or services sought; the time and date for the submittal of sealed bids; the time and date of the public opening of submitted bids; the date for the PPBEP to award the bid; all contractual terms and conditions applicable to the contractual services or goods sought; and the criteria to be used by the PPBEP to determine the award of the bid. The public notice shall also include a reference to the protest provisions set forth below.
2. Request for Proposals – Unless otherwise provided by law, the PPBEP shall publicly announce an RFP no less than fourteen (14) calendar days prior to the proposal opening. The request shall include a detailed description of the services and/or qualifications sought; the time and date for the submittal of proposals; the date for the PPBEP to select a proposal; all contractual terms and conditions applicable to the contractual services sought; and the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The public notice shall also include a reference to the protest provisions set forth below.
3. Invitation to Negotiate/Request for Qualifications – see the Competitive Negotiation section of this manual for more information.
4. Request for Information – Unless otherwise provided by law, the PPBEP shall publicly announce an RFI no less than fourteen (14) calendar days prior to the response opening. The request shall include a description of the information sought; the time and date for the submittal of responses; and the date for the PPBEP to review the responses. Responses to these requests are not offers and may not be accepted by the PPBEP in the form of a binding contract. Responses for these requests may be used by the PPBEP in determining its needs with regard to the good or service and in developing ITB, ITN, or RFP related to the purchase of the good or service.
5. Bid/Proposal Packages: Bid packages or responses to requests for proposals or requests for qualifications shall be prepared with the appropriate terms and conditions and detailed specifications, including, as applicable, items to be bid, units, and total (or estimated) quantity desired, instructions for responding, delivery information, and any special requirements for the competitive solicitation. Assigned dates and time for pre-bid/response meetings, if any, and for the public response opening shall also be included. If the pre-response conferences are mandatory, a representative from the respondent's firm shall be in attendance or its bid/response will be rejected. Bids/responses shall be publicly opened and read at the time designated in the documents. The timing of the release of sealed bids/proposals, as public records, will be in accordance with applicable law.
6. Bid/Proposal Submissions: The PPBEP will require that all bids and proposals be submitted in the manner set forth in the Bid/Proposal package, either through an online service or on the PPBEP's forms, signed by a legal officer of the company, and provide all requested information; otherwise the Bid/Proposal is subject to being rejected.

If hard copies are required, the entire bid/proposal, including cover letter, all instructions, addenda, if any, and actual bid form must be returned intact. Further, all bids/proposals returned must be in envelopes, sealed, and clearly marked on the outside "SEALED BID" or "SEALED RFP." Failure to read or comply with the bids or RFPs general information will in no way relieve the bidder(s) from their liabilities arising in the bids/RFPs.

The PPBEP will require that any questions to an ITB or RFP must be provided in writing in accordance with the ITB or RFP requirements. All written questions shall be answered in writing and provided to all bidders/proposers in the form of addenda. All addenda issued shall be deemed part of the ITB or RFP.

7. The PPBEP will require the following standards regarding specifications: Manufacturer's names, trade names, brand information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless the bid so stipulates. When the bid allows equal or equivalent products that conform to the required specifications, indicate on the bid form the manufacturer's name, model or catalog number as may be required.

Submit with your bid/response complete descriptive literature and/or specifications as well as a detailed explanation of how the proposed items meet the specification. The PPBEP reserves the right to determine what is equal or equivalent. Bids which do not comply with these requirements are subject to rejection. If the bidder fails to name another equal or equivalent item(s), it will be assumed that the bidder is bidding on, and will be required to furnish, goods identical in every respect to the bid standard. Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the PPBEP will only consider one alternative that it determines is equal or equivalent and the remaining alternatives will not be considered.

All supplies and equipment offered and furnished must be new and of current production unless the request for product or bid specifically authorizes the use of used, remanufactured, or recycled items. In cases where the PPBEP requests bids for new equipment employing trade-ins or used equipment, a trade-in price quotation will be requested for the trade-in and separate price quotation without trade-in for the requested equipment. The PPBEP reserves the right to purchase equipment either with or without trade-in.

All goods called for in the bids or RFPs shall be delivered in good order F.O.B. destination, freight prepaid, inside delivery, within the time specified. Packing list must accompany all shipments.

8. Bid Bond/Performance and Payment (Public Construction) Bond: When bid bonds are required, the PPBEP will require that the bid must be accompanied by a certified check or cashier's check, treasurer's check, or bank draft of any national or state bank (personal or company checks are not acceptable), or bid bond in the amount as specified in the bid documents.

The PPBEP will require that the bid deposit must be made payable to the PPBEP as evidence of good faith and ensuring that the successful bidder will execute a contract in accordance with the terms, conditions and prices contained in the bid; and further ensuring that the successful bidder will provide a performance bond and payment bond within thirty (30) calendar days from the date of award of the contract, issued by a company qualified as a surety company to do business in the State of Florida with a minimum rating deemed acceptable by the PPBEP in its sole discretion. Such bond shall be for 100% of the contract amount. The bond shall extend as a guarantee bond for one year from the date of acceptance of the completed work. Should the successful bidder fail to provide such performance and payment bond within the prescribed time, the bid bond amount submitted with the bid shall be forfeited to the Board of Directors as liquidated damages.

Unless otherwise specified in the ITB, the PPBEP will return bid deposit checks or bonds (if requested) to the successful bidder following acceptance of a signed contract and receipt of the Public Construction Performance and Payment Bond. Bid deposit check and bonds (if requested) posted by the unsuccessful bidders will be released in accordance with the timeframes provided in the ITB.

The PPBEP will deem non-responsive bids received without a bid deposit or with a bid deposit in an amount less than the required.

9. Bid/Proposal Selection: The PPBEP may select a bid or proposal upon any relevant criteria to the extent the invitation or request clearly provides the applicable evaluation criteria and state the relative importance of each. If the contract is to be awarded based on price, the contract must be awarded to the lowest qualified, responsible, responsive bidder/proposer in accordance with the applicable PPBEP resolution and applicable contract documents.

This section does not restrict the right of the PPBEP to reject the low bid of a non-responsible or nonresponsive bidder and to award the contract to the next highest ranked qualified and responsive bidder or the right of the PPBEP to reject all bids and rebid the project or elect not to proceed with the project. The Board of Directors reserves the right to waive minor formalities in any bid/proposal and to accept any bid/proposal which they consider to be in the best public interest. Once the bids or proposals are evaluated, the bids, proposals, and recommendations are forwarded to the Board of Directors for review, approval, and award.

Awards will be made to the lowest and best responsive and responsible bidder as determined by the Board of Directors. The Board of Directors' decision will be final and conclusive.

10. Request to Withdraw Bid/Proposal – A request for withdrawal will be granted if received by the PPBEP in writing at any time before the bid opening. A request for withdrawal, if received by the PPBEP in writing at any time before execution of a contract with the bidder/proposer, may be granted by the Board of Directors.
11. Bidders Liability: The PPBEP will require that all solicitations for items or services that exceed \$25,000 must include a provision that assesses the cost of rebidding and additional costs to a bidder who fails to enter a contract based on its submitted bid.
12. Award of Bid/Contract and Bid/RFP Protest Provision - This procedure applies to guide the PPBEP in the resolution of all protests arising from the competitive award procedures set forth above. The PPBEP will require that by submitting a bid/proposal to the PPBEP, bidders agree to the process set forth in this Section.
 - a. Notice of Protest – A Notice of Intent to Award shall be posted to the PPBEP website or such other online site as specified in the Bid/Proposal package as soon as reasonably possible after the final decision on the award is made. Any person adversely affected by a bid or request for proposal decision shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within five (5) business days after the protesting party files the notice of protest. No time will be added to the above time limits for mail service. If no timely Notice of Protest is filed, a Notice of Award shall be posted on the next business day or as soon as reasonably possible thereafter.

- b. Formal Written Protest - The formal written protest shall state with particularity the facts and law upon which the protest is based. The formal written protest shall be printed or typewritten and contain:
- i. The name and address of the person or firm filing the protest and an explanation of how they are adversely affected by the PPBEP's decision or intended decision;
 - ii. Identification of the procurement matter at issue.
 - iii. A statement when the notice of PPBEP's decision or intended decision was posted;
 - iv. A statement of all issues of disputed material fact and, if there are none, a statement so indicating;
 - v. A concise statement of the ultimate facts alleged;
 - vi. A statement of the applicable law, rule, statute, or other authority upon which the protest is based and which entitle the protestor to relief;
 - vii. A specific demand for relief; and
 - viii. Any other information material to the protest.
- c. Filing Notices of Protest and Formal Protests - All notices of protest and formal protests shall be filed by hand delivery, mail or email with the Executive Director. A protest is not timely filed unless both the written notice of protest and the formal protest have been received by the PPBEP within the prescribed time limits. Filings received after 5:00 pm will be deemed received the next business day. Failure to file a protest within the time prescribed by this Section shall constitute a waiver of all claims.
- d. Stay of Award - Upon receipt of a formal written protest which has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved, unless the Executive Director, with the concurrence of the Board of Directors, sets forth in writing particular facts and circumstances which require the continuation of the solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.
- e. Resolution of Formal Protest - Upon the written request of the protestor or on its own initiative, the PPBEP shall provide an opportunity for the protestor to meet with the Executive Director to resolve the protest by mutual agreement within seven (7) business days, excluding holidays, of receipt of a formal written protest. If the subject of a protest is not resolved by mutual agreement within seven (7) business days, excluding holidays, of receipt of the formal written protest, or a mutually agreed upon extension of time, the Executive Director shall certify in writing to the Board of Directors that there was no resolution and provide the protestor with a copy of the certification.
- f. Quasi-Judicial Hearing - Within seven (7) business days from receipt of written certification that there was no resolution, the protestor may provide a written request that the matter be heard before the Board of Directors in a quasi-judicial hearing. Failure to provide a written request to the Board of Directors within seven (7) business days of notice shall constitute waiver of any protest. Upon receipt of a written request, the Board of Directors may, in its discretion, request a written response from the Executive Director, and/or schedule the matter for hearing before the Board of Directors. Within seven (7) business days from the conclusion of the hearing, the Board of Directors will provide a written final decision on the matter to the protestor.

The protestor may contest the PPBEP's decision in a court of competent jurisdiction in the county court in which the PPBEP's main office is located no later than thirty (30) calendar days after receipt of notice of the PPBEP's decision, unless otherwise specified within the controlling request for proposal or qualification documents.

- g. Right to Intervene: Any respondent to a Bid/RFP or other competitive solicitation or award who submitted a timely response and who has a substantial interest in the award of a contract pursuant to the solicitation may be granted the right to intervene in a timely protest. A request to intervene, stating the grounds for intervention, must be submitted to the Procurement Officer within five (5) business days after the deadline for the protesting party to file their formal written protest letter. A decision on the request to intervene shall be made by the Executive Director and shall be granted if the Executive Director determines that the requesting party has a substantial interest in the award.

F. Competitive Negotiation

For any category of services and/or goods, the PPBEP may choose to purchase the services and goods through an invitation to negotiate pursuant to the provisions below and all relevant laws. The negotiations shall be made on the best price, terms and conditions obtainable by the PPBEP to meet its needs. The PPBEP shall specify in writing and make available to prospective contractors its needs for the services and goods to be purchased prior to commencing negotiations with any vendor.

When staff determine it is in the best interest of the PPBEP to procure a good or service through competitive negotiation, staff shall make a corresponding recommendation to the Board of Directors. Upon Board of Directors approval, the PPBEP may contract by negotiation without seeking bids/proposals first. When contracting by negotiation without first seeking competitive sealed bids/proposals for services and/or goods exceeding the threshold of Category Three, the following procedures shall apply:

1. The Executive Director shall submit a request in writing to the Board of Directors detailing the necessity to contract by negotiation, the proposed steps to be followed by the PPBEP in negotiating the contract, and the proposed vendors that will be used in the negotiations. The Board of Directors' intended decision to contract by negotiation shall be posted in the Executive Director's office or the PPBEP website.
2. Public Notice – The PPBEP shall publicly announce each instance in which services or goods are being sought and provide a general description of the project/goods. The notice shall indicate how interested parties may apply for consideration and the criteria used to evaluate any responsive letter of interest. The public notice shall also include a reference to the bid protest provisions set forth above.
3. Letter of Interest – Pursuant to the public notice, a firm desiring to provide services for a project shall timely submit a letter of interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, and other information required by the notice necessary for the PPBEP to evaluate whether the firm is qualified. For contracts for the purchase of goods, each vendor shall provide a final firm price, terms and conditions for the specific commodity/contractual service offered.

4. Competitive Selection – The Executive Director or his/her designee shall evaluate each letter of interest submitted regarding qualifications and performance ability and shall conduct discussions with and may require public presentations by responding firms regarding their qualifications, approach to the project, and ability to furnish the services required pursuant to the terms of the notice. The Executive Director or his/her designee shall select and list not less than three firms, in order of preference, deemed to be the most highly qualified to perform the required contractual services and/or provide the required commodity after consideration of the factors set forth in the notice. The PPBEP may select and list less than three vendors only when there are less than three vendors which may offer the services or goods desired by the PPBEP. In determining whether a firm is qualified, the agency shall consider such factors as: ability of professional personnel; certified as MBE; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firm; financial soundness of the firm; and the volume of work previously awarded to the firm. The Executive Director or his/her designee will then recommend to the Board of Directors that competitive negotiations be instituted with the firms selected. The Board of Directors may amend the Executive Director’s recommendations if determined appropriate to do so based upon the published evaluation criteria.
5. Competitive Negotiation – Once the Board of Directors authorizes competitive negotiations, the Executive Director or his/her designee shall begin contract negotiations for the subject project with the designated firms in order of rank for fair, competitive and reasonable compensation. Should negotiations with the firm determined to be the most qualified prove unsuccessful, negotiations with that firm will be formally terminated and negotiations shall begin with the next most qualified firm on the list. Failing accord with the second most qualified firm, the PPBEP must terminate negotiations with that firm and shall then begin negotiations with the third most qualified firm. If satisfactory agreement is not reached with any of the top three ranked firms, additional responding firms shall be ranked and listed in the order of their competence and qualifications. Negotiations shall then continue beginning with the first named firm on the second list until an agreement is reached. After successful negotiations, a recommendation shall be made that the Board of Directors award the contract. The PPBEP will maintain an accurate record of the discussions held with each vendor/bidder/proposer.
6. Competitive Consultants Negotiation Act - This competitive method is required for the procurement of professional “architectural, engineering, landscape architectural, or surveying and mapping services” above the cost thresholds established by Section 287.055, Florida Statutes, (the “Consultants’ Competitive Negotiation Act” or the “CCNA”), which governs local government procurement of these types of services. The PPBEP staff shall confirm the threshold amounts in the CCNA statute prior to procurement of any services of the type to which the CCNA applies. A Request for Qualifications shall be issued seeking qualified firms to perform the services. Selection and ranking of the most qualified firms responding to the Request for Qualifications and negotiations shall then proceed in accordance with the Competitive Selection and Competitive Negotiation procedures set out in paragraphs F.4 and F.5.

G. Transactions Exempt from Competitive Procurement

1. Piggy-backing and Cooperative Purchasing: The PPBEP may purchase services and/or goods other than Professional Services governed by section 287.055, Florida Statutes, and procure contracts from the purchasing agreements of other special districts, municipalities, counties, or other Florida governmental entities which have been procured pursuant to competitive bid, requests for proposals, competitive selection, or competitive negotiation, and which are otherwise in compliance with Florida Statutes and this policy. Piggybacking can be done when the bids submitted by the vendors to the other governmental agencies permit purchases by other agencies, the vendors agree to do so in writing, and if such purchases are to the economic advantage or best interest of the PPBEP. PPBEP may also use Cooperative Purchasing programs and platforms upon contract review and approval by the Executive Director and/or Board as required for the category of the purchase.
2. The PPBEP is exempt from competitive procurement of goods or services when it is in the PPBEP's best interest and allowed by law. Typical exemptions include, but are not limited to, the following:
 1. Real Property Acquisition, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the Board of Directors
 2. Court-ordered fines and judgments, resulting from litigation
 3. Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and charged against the appropriate budget for such fees
 4. Cash transfers and investment transactions for fiscal management purposes, processed through the Accounting Department, and disbursed from general ledger accounts
 5. Accrued or current liabilities already disbursed from the budget, processed through the Accounting Department, and paid from or through general ledger accounts
 6. Debt service payments processed by the accounting services provider and charged against budgetary accounts
 7. Refunds of current or prior year revenues charged against budgetary accounts
 8. Grant disbursements to federal, state, or local government agencies, or to private groups or agencies
 9. Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose
 10. Utilities, advertising, toll charges, gas cards, and postage
 11. Dues and memberships in trade or professional organizations
 12. Subscriptions for periodicals, advertisements, copyrighted material
 13. Part-time and temporary labor and employees

14. Professional medical services, authorized hospitality expenses
15. Job-related travel, seminars, tuition registration and training
16. Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation
17. Consultant Services, as defined above, unless otherwise provided by law. Anytime this exemption is utilized, a justification as to why consultant services should not or cannot be competitively solicited shall be provided to the Executive Director for approval prior to entering into a contract for the service. The Executive Director will determine, with sign off from PPBEP's attorney, whether the exemption is applicable.
18. Title insurance, title commitments, title searches, and ownership and encumbrance searches and real estate appraisal services to determine the market value of real property
19. Political lobbying services
20. Transactions by Interlocal Agreement
21. Art work, maps, and design services
22. Permitting fees
23. Sole source items in accordance with the provisions of this manual.
24. Purchases which "piggy-back" on existing government contracts in accordance with this manual.
25. Intergovernmental purchases and agreements.

H. [Contract Renewals and Continuing Contracts](#)

Unless otherwise specified in the contract, contracts for goods and services may be renewed for an additional term not to exceed the original contract period unless the original contract period is 24 months or less, in which case the contract may be renewed for up to three one-year periods.

Renewal of the contract shall be by mutual agreement in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the service or good is purchased as a result of the solicitation of bids or proposals, the cost of any contemplated renewal shall be included in the invitation to bid or the request for proposals. Renewals shall be contingent upon satisfactory performance evaluation by the PPBEP.

Nothing in this Procurement Policy shall be construed to prohibit a continuing contract between a firm and the PPBEP consistent with the requirements of applicable law.

I. Restrictions on Purchases

1. Any person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime:
 - a. May not submit a bid on a contract to provide any goods or services to a public entity.
 - b. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work.
 - c. May not submit bids on leases of real property to a public entity.
 - d. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

2. No person or business entity shall be awarded a contract by the PPBEP for the provision of goods or services, if that person or business entity:
 - a. Has been convicted of bribery or attempting to bribe a public officer or employee of the PPBEP, State of Florida, or any other public entity, in that officer's or employee's official capacity.
 - b. Has been convicted of a conspiracy or collusion among prospective vendors in restraint of freedom of competition, by agreement to offer a fixed price, or otherwise; or
 - c. Has made an admission of guilt of such conduct described in subsection a and b above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record pursuant to formal prosecution.
 - d. Notwithstanding the above, a person, business entity, or officer or employee of a business entity, having been convicted of one or more of the crimes set forth above or having made an admission of guilt as set forth above shall be ineligible for the awarding of a contract by the PPBEP for a period of five (5) years following such conviction or admission.
 - e. Any business entity controlled by or affiliated with any person or business entity ineligible for the award of a contract may also be prohibited from contracting with the PPBEP if the relationship or affiliation is such that in the reasonable opinion of the Executive Director, the person or business entity, by reason of the relationship to the ineligible person or entity, is likely not to conduct business in a responsible or lawful manner, or if the ineligible person or business entity could directly benefit from the contract.

J. Other Considerations

Equal Employment and Educational Opportunities: It is the sole responsibility of the bidder to comply with provisions of the Immigration Reform and Control Act of 1986. The PPBEP hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor or supplier to the PPBEP to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

K. Conduct

1. Conflict Of Interest - Any award made by the PPBEP will be subject to provisions of Chapter 112, Florida Statutes. The PPBEP will require all respondents to disclose with their responses to Bids/RFPs or other competitive solicitations, the name of any officer, director, or agent who is also an employee of PPBEP. Further, all respondents must disclose the name of any PPBEP employee who owns directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches. Any concerns regarding this must be conveyed to the Executive Director prior to response submittal for clarification and further direction.

2. Lobbying – The PPBEP will require that after the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors may contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any PPBEP officer, agent, Board of Directors member, or employee other than the person named in the procurement documents. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board of Directors or written notice from the Executive Director.
3. Gifts And Gratuities - The process of public purchasing should be conducted in such a manner that the integrity of the competitive selection process is not compromised, and therefore the PPBEP strives to eliminate any possibility of, or even the appearance of, improper business relationships. In this regard, the PPBEP prohibits the acceptance of gratuities, gifts, or other favors with a monetary value exceeding \$100.00 and/or that might give rise to doubts of impartiality.

L. Responsibilities of PPBEP and Vendor/Contractor

1. PPBEP - Prior to the execution of any contract or approval of any purchase order, the Executive Director shall confirm the availability of funds related to the transaction.
2. Vendor/Contractor – The PPBEP will require that every vendor/contractor with the PPBEP is responsible for:
 - a. Notifying the PPBEP of any changes, name, address, products/services, or other pertinent information, via letter or completed W-9 Form.
 - b. Reading and understanding each page of the Quote, Bid or Request for Proposal, Request for Qualifications.
 - c. Double-checking its offer prior to submittal.
 - d. Executing the signature page of the bid document, RFP, RFQ or quote response.
 - e. Ensuring that its offer is made within the prescribed time limits and to the proper address.
 - f. Providing all information as required in the Request for Proposal, Request for Qualifications, Bid, or the Quote, including returning all required executed forms and affidavits.
 - g. If an award is made to your firm, make delivery as specified.
 - h. Contact the person identified in the solicitation package should you have any questions.

M. Termination of Contract; Rescission of Award

Termination of any contract or rescission of award must be made by the awarding authority; and in all cases where the Board of Directors takes action, Board of Directors will consider the Executive Director's recommendation prior to termination or rescission. The Executive Director will examine the circumstances and reasons behind the breach of contract, or other reasons for rescission or termination, consult with legal counsel, and determine if there is a solution possible in the situation. If a breach of contract occurs, or rescission of award or termination of the contract is necessary, the Executive Director may suspend or debar the subject vendor for failure to perform under the terms of the PPBEP's Purchasing Policy in accordance with this manual.

N. Public Records

The PPBEP will require any vendor/contractor providing goods or services to the PPBEP to maintain and provide access to any records the vendor has related to the provision of those goods and service to the PPBEP for at least five (5) years from the date the final payment is made by the PPBEP. A vendor's/contractor's failure to comply with this provision of the PPBEP's Procurement Policy will be deemed a default and may provide cause for termination of the contract and debarment.

All contracts shall include language required by Chapter 119, the Florida Public Records Act, to ensure compliance.

O. Compliance with the Procurement Policy

In procuring goods and services, the PPBEP will ensure all material provisions of this procurement policy requiring vendor/contractor compliance are included within the contracts entered into by the vendors/contractors of the PPBEP.

P. Purchase Orders

Purchase order systems are established for dual purposes; one for controlling costs through purchases, and the second for internal control within the administering agency. Both purposes are of equal importance, and the purchase order system established by PPBEP will be designed to achieve both internal control and cost control.

The PPBEP Operations Manager is responsible for the control of purchase orders. A purchasing activity is initiated through the PPBEP Operations Manager who prepares the purchase order. A log for purchase orders including date of initiation, vendor, item (service) ordered, and amount is maintained by the PPBEP Operations Manager.

Purchase orders should specify type of item, size, color, and other appropriate descriptions to ensure satisfactory order. It should also include the vendor's inventory item number and price (including applicable discounts), along with the project number to be charged. Items must be verified for availability of funds through the PPBEP Operations Manager.

After approval by the Executive Director, the purchase order is returned to the PPBEP Operations Manager for recording and release to the vendor. The original copy is sent to the vendor, one copy will be kept on file with the PPBEP Operations Manager.

The PPBEP Operations Manager is responsible for receiving incoming merchandise delivered to the PPBEP office. All invoices are date stamped. The Executive Director or his or her designee ensures the invoice is matched to the purchase order and compares description, size, color, quantity and amounts. The invoice is then forwarded for payment in compliance with the provisions of the Local Government Prompt Payment Act.

Q. Credit Card

PPBEP credit cards shall be used, when practical, to purchase goods and services. A corporate credit card account will be established and used, when appropriate, for purchases. A Purchasing/Travel Request form must be submitted for authorization prior to using a PPBEP credit card. The PPBEP Operations Manager will

receive statements and forward them for processing on a monthly basis.

I. Cash Disbursements

Small purchases under \$300 and certain routine bills and purchases such as utilities, postage, office supplies, telephone, etc. do not require the use of a purchase order, but do require a Purchasing/Travel Request form. Check requests are initiated by the PPBEP Operations Manager and approved by the Executive Director. The PPBEP Operations Manager approve routine bills and purchases such as utility and telephone bills. The Executive Director shall approve all invoices for legal services. After approval, invoices are sent to the PPBEP Accounting provider for processing.

The PPBEP Operations Manager receives all unopened bank statements for inspection of all deposits and checks disbursed during the period. The statements are received by the PPBEP Accounting provider for reconciliation. All bank reconciliations require the approval of the PPBEP Accounting provider.

All accounts payable require approval by the PPBEP Operations Manager and the Executive Director and are forwarded to the PPBEP Accounting provider to be processed on Thursday of each week. Travel payments, including seminar or conference attendance must also be accompanied by an approved Purchasing/Travel Request form.

Invoices shall be addressed to PPBEP. The Executive Director shall approve all PPBEP invoices in excess of \$300. The PPBEP Operations Manager shall approve invoices less than \$300. The Executive Director may delegate authority for approving check requests and invoices to the PPBEP Operations Manager.

II. Cash Procedure

The objective of the Cash Procedure is to insure that all cash and checks are accurately received, recorded, and promptly deposited. The following policies regarding the handling of cash receipts and shall be adhered to:

1. Unless received directly by the PPBEP Accounting provider, the PPBEP Operations Manager is responsible for all cash and checks received and will ensure a log for all cash and checks received is maintained. The Executive Director or his or her designee will endorse stamp all checks on the back "for deposit only PPBEP", before forwarding to the PPBEP Operations Manager.
2. PPBEP Operations Manager will make copies of all checks received and forward documentation of deposit to PPBEP Accounting provider.

III. PAYROLL

When a person is hired, the PPBEP Executive Director or their designee immediately prepares a personnel folder. This folder contains the following documents:

- Completed Application
- Resume
- Employment Letter
- Copy of Social Security and Driver's License
- W-4
- Employee Handbook Form
- Key Entrance Form
- Florida Retirement Membership Form
- Immigration Form

- COBRA Letter
- Drug Free Workplace Statement
- Professional Background

All physical personnel records are kept locked in the administrative area, and those electronic files stored on computers are kept in encrypted formats. The PPBEP Executive Director is the only employee authorized to have access to the PPBEP's personnel files unless the Executive Director grants authorization to administrative staff in a written memorandum. If anyone has to inspect a file, one of these individuals must be present at all times.

The PPBEP Executive Director authorizes the hiring of an employee by signing an Employment Letter and Pay Change Authorization Form. This form is routed to the PPBEP Financial and Accounting Services provider to initiate a payroll master file for the new employee. Any changes in the master file must be initiated by the properly executed form.

Each Employee will complete a time record as set forth in the PPBEP Personnel Handbook. Additionally, full-time and part-time employees accumulate paid time off as addressed in the PPBEP Personnel Handbook. The approved time records shall be submitted to the PPBEP Accounting Services provider where they will be utilized both to produce time accounting reports and assist in the preparation of the payroll reports. Payroll is direct deposited into the employee's bank account.

IV. INVESTMENT POLICY AND OVERSIGHT

A. Authority

Authority language to be added.

B. Internal and External Controls on Fiscal Management

Authorization for account access and signatory authority will be determined by resolution of the Board of Directors. External accountants provide monthly banking reconciliation on all accounts, scrutinize for accuracy, and prepare quarterly reports to the Board of Directors.

C. Annual Audit over Internal Controls

In accordance with *Government Auditing Standards*, an annual audit is conducted, and in part, considers the PPBEP's internal control over financial reporting and tests its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. Various tests are performed to provide reasonable assurance about whether the PPBEP's financial statements are free from material misstatement or noncompliance with which could have a direct and material effect on the determination of financial statement. The Financial Statements and Audit are presented to and approved annually by the PPBEP Board of Directors. The most current annual financial statement and audit report is disseminated to the public on PPBEP's main website.

DRAFT

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Agenda Item 6.d.

Approval of 501(c)(3) Tax Exemption Determination Application

Background: At the May 2023 Board of Directors meeting, the Board directed staff prepare an application for 501(c)(3) tax exemption determination. The Board will need to approve designating Ms. Mary Jane Bass to serve as Power of Attorney and Representative, and to submit the application to the IRS for determination.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, IRS Form 2848 designating Mary Jane Bass as Power of Attorney and Representative, and to submit the application for 501(c)(3) tax exemption determination for Pensacola and Perdido Bays Estuary Program, Inc.

Financial Impact: None.

Legal Review: Mary Jane Bass has reviewed and provided legal signoff.



Agenda Item 6.e.

Approval of a Health Insurance Coverage Plan with the Florida League of Cities

Background: Employee health insurance has been provided by Florida Blue through Escambia County since the Program was established. As the Program becomes independent October 1, 2023, the Program was required to seek other health insurance providers. The Florida League of Cities/Florida Municipal Insurance Trust offers a competitive health insurance plan through United Health.

Staff is recommending United Healthcare Choice Plus HSA Plan 5. This plan, out of the three provided by the League, offers the greatest benefits to the employees while balancing the costs born by the Program. Staff is also recommending the following:

- a. Propose covering 100% of employee premiums
- b. Propose covering 50% of spouse/family premiums
- c. Propose contributing \$1,000 to each employee's deductible
- d. Propose contributing 75% of dental premium for the employee only
- e. Vision is voluntary and will be up to the individual employee to cover
- f. Propose covering \$10,000 in basic life and AD&D insurance

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, election of health insurance coverage through the Florida League of Cities.

Financial Impact: Based on the proposed contributions, the HSA plan, dental plan, and AD&D coverage will cost the program approximately \$42,000 per year based on current staffing.

Legal Review: N/A

Florida Municipal Insurance Trust
Pensacola & Perdido Bays Estuary Program
Rate Quote for Medical and Prescription Benefit Coverage

Renewal Rates - UnitedHealthcare Choice Plus HSA Plan 5				
Contract Type	Enrollment	10/01/2023-		Annual Premium
		09/30/2024	Monthly Premium	
Single	2	\$418.47	\$836.94	\$10,043.28
Employee + Spouse	2	\$899.73	\$1,799.46	\$21,593.52
Employee + Child(ren)	0	\$774.18	\$0.00	\$0.00
Family	1	\$1,255.43	\$1,255.43	\$15,065.16
Total	5		\$3,891.83	\$46,701.96

Renewal Rates - UnitedHealthcare Choice Plus HSA Plan 6				
Contract Type	Enrollment	10/01/2023-		Annual Premium
		09/30/2024	Monthly Premium	
Single	2	\$378.77	\$757.54	\$9,090.48
Employee + Spouse	2	\$814.35	\$1,628.70	\$19,544.40
Employee + Child(ren)	0	\$700.72	\$0.00	\$0.00
Family	1	\$1,136.30	\$1,136.30	\$13,635.60
Total	5		\$3,522.54	\$42,270.48

Renewal Rates - UnitedHealthcare Choice Plus HSA Plan 8				
Contract Type	Enrollment	10/01/2023-		Annual Premium
		09/30/2024	Monthly Premium	
Single	2	\$392.01	\$784.02	\$9,408.24
Employee + Spouse	2	\$842.80	\$1,685.60	\$20,227.20
Employee + Child(ren)	0	\$725.21	\$0.00	\$0.00
Family	1	\$1,176.01	\$1,176.01	\$14,112.12
Total	5		\$3,645.63	\$43,747.56

Florida Municipal Insurance Trust
Pensacola & Perdido Bays Estuary Program
Rate Quote for Dental and Vision Benefit Coverage

Renewal Rates - Delta Dental PPO 1500 ER Paid				
Contract Type	Enrollment	10/01/2023-		Annual Premium
		09/30/2024	Monthly Premium	
Single	2	\$3.61	\$7.22	\$86.64
Employee + Spouse	2	\$67.36	\$134.72	\$1,616.64
Employee + Child(ren)	0	\$71.58	\$0.00	\$0.00
Family	1	\$110.27	\$110.27	\$1,323.24
Total	5		\$252.21	\$3,026.52

Renewal Rates - UnitedHealthcare Vision Voluntary				
Contract Type	Enrollment	10/01/2023-		Annual Premium
		09/30/2024	Monthly Premium	
Single	2	\$6.55	\$13.10	\$157.20
Employee + Spouse	2	\$12.09	\$24.18	\$290.16
Employee + Child(ren)	0	\$12.29	\$0.00	\$0.00
Family	1	\$22.03	\$22.03	\$264.36
Total	5		\$59.31	\$711.72

Renewal Rates - The Standard Basic Life and AD&D			
Contract Type		10/01/2023-	
		09/30/20224	
Regular Employee	\$10,000	\$3.90	
Line of Duty Employee	\$10,000	\$4.00	

The following Coverage Agreement outlines, in detail, the coverages and premiums agreed upon by the Florida Municipal Insurance Trust and Pensacola & Perdido Bays Estuary Program.
 The effective date of this agreement is 10/01/2023-09/30/2024.

Coverage / Plans

Medical Coverage
 UnitedHealthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150
 Delta Dental PPO 1500-Employer Paid
 UnitedHealthcare Vision Coverage-Voluntary Paid
 The Standard Life Basic with AD&D-Employer Paid

Premiums

<u>UnitedHealthcare Plan 5</u>		<u>Delta Dental PPO 1500</u>	
Employee	\$418.47	Employee	\$33.61
Employee + Spouse	\$899.73	Employee + Spouse	\$67.36
Employee + Children	\$774.18	Employee + Children	\$71.58
Employee + Family	\$1,255.43	Employee + Family	\$110.27
<u>Life Basic with AD&D</u>		<u>UnitedHealthcare Vision</u>	
Employee	\$3.90	Employee	\$6.55
Line of Duty	\$4.00	Employee + Spouse	\$12.09
(For \$10,000 of coverage)		Employee + Children	\$12.29
		Employee + Family	\$22.03

Other Specified Items

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees.
 The current Medicare Supplement plan will no longer be available due to the UnitedHealthcare plans being a more cost effective alternative.

Disclosure (new FMIT groups only)
 Dependent SSN for enrollment

Signatures

 Representative, Florida Municipal Insurance Trust Date

 Representative, Pensacola & Perdido Bays Estuary Program Date

Note: Termination of coverage requires a 45 day written notice.

**AGREEMENT FOR PARTICIPATION IN
Florida Municipal Insurance Trust (FMIT) Life Insurance Group Plan**

To: FMIT

Name of Employer/Applicant: Pensacola & Perdido Bays Estuary Program_____

Address: 226 S. Palafox Place Pensacola Florida 32502_____

Request approval to participate in FMIT life insurance group plan. The effective date of this insurance coverage is 10/01/2023 or such other date as the eligible employees make application subject to Insurance Company approval, whichever is later.

Select Product(s) to be available to eligible employees

- Group Basic Life/AD&D** Plan (1-45) 8 (\$10,000)
- Dependent Life/AD&D-Active Option (1-6) _____
- Additional Life/AD&D
 - ___ Plan 1 (multiples of 0.5 times annual earnings, up to \$300,000)
 - ___ Plan 2 (1 times annual earnings, up to \$300,000)
- Voluntary AD&D
- Retiree (includes reduced amounts of Basic Life/AD&D, Additional Life and Dependent Life)

By this application, the Employer/Applicant agrees and accepts the terms of FMIT for so long as it elects to participate in FMIT. This includes all amendments to said governing documents and any Rules and Regulations adopted by FMIT under the same governing documents.

The Employer/Applicant authorizes FMIT to act on its behalf for the purposes set forth in the governing documents for FMIT. This includes functions relevant to the administration of Group Insurance; including but not limited to: (1) maintaining eligibility records; (2) collection of premiums; (3) holding any insurance policy; and (4) delegation of agency to insurers. The Employer/Applicant acknowledges that FMIT is not the insurer of the policy and is not responsible for the payment of any benefits under the policy. The Employer/Applicant assumes the responsibility of complying with any IRS requirements as to notices to beneficiaries of benefit payments.

The Employer/Applicant acknowledges that the Group Policies under which insurance is provided contain(s) numerous optional provisions which are available in order to provide each participating Employer with the ability to select provisions which meet its own needs. It is understood and agreed that only those provisions, which appear in the Certificate provided to the participating Employer, apply to its insurance coverage.

Only approval of this request in writing by FMIT shall permit the Employer/Applicant to participate in FMIT.

Dated at: _____
(City, State)

Pensacola & Perdido Bays Estuary Program _____
(Applicant)

on: _____
(Date)

By: _____
(Signature and Title)

Policy Effective Date: 10/01/2023_____

August 12, 2019

TO: Florida Municipal Insurance Trust Members

FROM: Florida Municipal Insurance Trust

RE: 90 Day Waiting Period
Effective: October 1, 2014

This notice is to inform you that we have not received a decision from you as it relates to the new waiting period guideline mandated by the Affordable Care Act. Effective October 1, 2014, employers can no longer impose a waiting period of longer than 90 days with respect to the health plan.

An employee's coverage with the Florida Municipal Insurance Trust starts on the first day of the month following the municipalities' waiting period. Therefore, an employer group is not able to pro-rate the monthly billing. There are two options available in order to be compliant with this new guideline:

1. The waiting period can be changed to either 30 days or 60 days.
2. Keep the 90-day waiting period and start the coverage on the 90th day of employment and be billed for that month. Example: date of hire 11/18/14, coverage start date will be 02/16/2015 and you would be billed for the month of February.

If you wish to change your waiting period, please fill out the attached waiting period letter and return it to Cindy Rochester at crochester@flicities.com.

For your reference, also attached is a copy of the new Affordable Care Act guidelines regarding this change.

If you have any questions, please contact me at 407-489-2222 or acarper@flicities.com.



07/26/2023

Please fill out the below statement in regards to your waiting period and return to crochester@flicities.com within 30 days from date received.

Our employees waiting period is as followed:

_____ First of the month following 30 Days after date of hire

_____ First of the month following 60 Days after date of hire

_____ 90 Days after date of hire
(Please see attached letter for example)

_____ First of the month after Hire Date

_____ Other

Participation in the plan shall commence on the first of the month following satisfaction of the eligibility requirements set forth.

Signature: _____

Print Name: _____

Title: _____

Date: _____





Agenda Item 6.f.

Approval of the Proposed FY23-24 Operating Budget

Background: The proposed FY23-24 Operating Budget has been reviewed and approved by the Finance Subcommittee and is now presented to the Board of Directors for approval. Three budget pages are enclosed: the FY23-24 Operating Budget; the FY22-23/FY23-24 Budget Comparison, and the FY23-24 Revenue Sources Table.

Recommendation: Recommend the Board approve the proposed FY23-24 Operating Budget.

Financial Impact: If approved by the Board of Directors, the PPBEP FY23-24 Operating Budget will be \$967,117.78.

Legal Review: N/A

Pensacola & Perdido Bays Estuary Program FY 2023-2024 Proposed Operating Budget

Revenue	FY23-24 Proposed	
Local Contributions	\$ 299,000.00	Pending Approval by Jurisdictions
<i>Century</i>	\$ -	
<i>Escambia</i>	\$ 133,000.00	
<i>Gulf Breeze</i>	\$ 10,000.00	
<i>Milton</i>	\$ 10,000.00	
<i>Okaloosa</i>	\$ 10,000.00	
<i>Orange Beach</i>	\$ 20,000.00	
<i>Pensacola</i>	\$ 30,000.00	
<i>Santa Rosa</i>	\$ 86,000.00	
State Contributions	\$ 950,000.00	
<i>Legislative Appropriation</i>	\$ 700,000.00	
<i>Legislative NWFL WQ Appropriation</i>	\$ 250,000.00	
<i>Regional Resilience Entity</i>	\$ -	
Federal Contributions	\$ -	
Competitive Grants	\$ 4,221,479.00	Secured Grants, projected for FY23-24
<i>EPA PPBEP</i>	\$ -	
<i>EPA TFW</i>	\$ 20,000.00	
<i>NOAA CoP</i>	\$ -	
<i>NOAA BWET</i>	\$ 50,000.00	
<i>NOAA RESTORE</i>	\$ -	
<i>Resilient Florida</i>	\$ 450,000.00	
<i>DEP RESTORE 3b Carpenter Creek</i>	\$ 1,000,000.00	
<i>NOAA IJIA Pensacola</i>	\$ 2,183,946.00	
<i>NOAA IJIA Perdido</i>	\$ 367,533.00	
<i>NOAA IJIA RAE</i>	\$ 100,000.00	
<i>FLRACEP</i>	\$ 50,000.00	
Reserves	\$ 60,000.00	Projected
Total Revenue	\$ 5,530,479.00	
Expenditures		
Personnel	\$ 508,605.76	Proposes a 3% COLA; reclassification of Environmental Scientist; and 3 new positions
Executive Director	\$ 97,714.86	100% General Fund
Senior Scientist	\$ 84,646.22	75% Grant-funded; 25% General Fund
Community Outreach Coordinator	\$ 58,444.67	75% Grant-funded; 25% General Fund
Environmental Scientist	\$ 61,880.00	100% Grant-funded
Community Outreach Assistant	\$ 41,600.00	100% Grant-funded
Operations Manager	\$ 52,000.00	100% General Fund
Project Coordinator	\$ 52,000.00	100% Grant-funded
Assistant Project Coordinator	\$ 41,600.00	100% Grant-funded
Environmental Technician	\$ 18,720.00	100% Grant-funded
Fringe Benefits	\$ 178,012.02	
<i>Total Personnel</i>	\$ 686,617.78	
Travel	\$ 18,000.00	Legislative meetings; local travel; workshops; conferences
Equipment	\$ 70,000.00	Program vessel budgeted in the NOAA IJIA grant
<i>Vessel</i>	\$ 70,000.00	
Supplies	\$ 24,000.00	Office supplies; field supplies; office furniture; outreach materials; printing
<i>Office Supplies</i>	\$ 3,000.00	
<i>Office Equipment</i>	\$ 6,000.00	
<i>Field Supplies</i>	\$ 3,000.00	
<i>Fuel</i>	\$ 2,000.00	
<i>Education and Outreach</i>	\$ 10,000.00	
Communications	\$ 8,500.00	Phones; internet; website hosting and maintenance
<i>Phones</i>	\$ 2,000.00	
<i>Internet</i>	\$ 3,500.00	
<i>Website Hosting/Maintenance</i>	\$ 3,000.00	
Fees and Dues	\$ 20,500.00	Publications; subscriptions; memberships; fees; dues
<i>Subscriptions</i>	\$ 9,000.00	
<i>Memberships</i>	\$ 4,500.00	
<i>Sponsorship</i>	\$ 2,000.00	
<i>Professional Development</i>	\$ 4,500.00	
<i>Other Fees</i>	\$ 500.00	
Contractual	\$ 30,000.00	Intern Program; marketing services; technical support; etc.
<i>Contracted Personnel (Intern Program)</i>	\$ 20,000.00	
<i>Printer Lease</i>	\$ 2,500.00	
<i>Marketing Services</i>	\$ 7,500.00	
Administrative Services	\$ 109,500.00	
<i>Office Lease & Utilities</i>	\$ 42,000.00	Office lease and utilities
<i>Accounting</i>	\$ 30,000.00	Contracted accounting services
<i>Auditing</i>	\$ 15,000.00	Contracted auditing services
<i>Legal</i>	\$ 10,000.00	Contracted legal services
<i>Insurance</i>	\$ 12,500.00	Program Insurance
<i>Total Operating</i>	\$ 280,500.00	
Total Personnel + Operating	\$ 967,117.78	
<i>Total Work Plan</i>	\$ 4,563,361.22	
Total Expenditures	\$ 5,530,479.00	

Pensacola & Perdido Bays Estuary Program FY 2023-2024 Proposed Operating Budget

Revenue	FY22-23 Adopted (as amended)	FY23-24 Proposed	
Local Contributions	\$ 171,500.00	\$ 299,000.00	Pending Approval by Jurisdictions
<i>Century</i>	\$ -	\$ -	
<i>Escambia</i>	\$ 60,000.00	\$ 133,000.00	
<i>Gulf Breeze</i>	\$ 1,500.00	\$ 10,000.00	
<i>Milton</i>	\$ 10,000.00	\$ 10,000.00	
<i>Okaloosa</i>	\$ -	\$ 10,000.00	
<i>Orange Beach</i>	\$ 10,000.00	\$ 20,000.00	
<i>Pensacola</i>	\$ 30,000.00	\$ 30,000.00	
<i>Santa Rosa</i>	\$ 60,000.00	\$ 86,000.00	
State Contributions	\$ 704,000.00	\$ 950,000.00	
<i>Legislative Appropriation</i>	\$ 495,000.00	\$ 700,000.00	
<i>Legislative NWFL WQ Appropriation</i>	\$ 209,000.00	\$ 250,000.00	
<i>Regional Resilience Entity</i>	\$ -	\$ -	
Federal Contributions	\$ -	\$ -	
Competitive Grants	\$ 1,772,835.00	\$ 4,221,479.00	Secured Grants, projected for FY23-24
<i>EPA PPBEP</i>	\$ 755,294.00	\$ -	
<i>EPA TFW</i>	\$ 200,000.00	\$ 20,000.00	
<i>NOAA CoP</i>	\$ 28,496.00	\$ -	
<i>NOAA BWET</i>	\$ 100,000.00	\$ 50,000.00	
<i>NOAA RESTORE</i>	\$ 14,045.00	\$ -	
<i>Resilient Florida</i>	\$ 675,000.00	\$ 450,000.00	
<i>DEP RESTORE 3b Carpenter Creek</i>	\$ -	\$ 1,000,000.00	
<i>NOAA IJIA Pensacola</i>		\$ 2,183,946.00	
<i>NOAA IJIA Perdido</i>		\$ 367,533.00	
<i>NOAA IJIA RAE</i>		\$ 100,000.00	
<i>FLRACEP</i>		\$ 50,000.00	
Reserves	\$ 85,000.00	\$ 60,000.00	Projected
Total Revenue	\$ 2,833,335.00	\$ 5,530,479.00	
Expenditures			
Personnel	\$ 328,120.00	\$ 508,605.76	Proposes a 3% COLA; reclassification of Environmental Scientist; and 3 new positions
Executive Director	\$ 94,868.80	\$ 97,714.86	100% General Fund
Senior Scientist	\$ 82,180.80	\$ 84,646.22	75% Grant-funded; 25% General Fund
Community Outreach Coordinator	\$ 56,742.40	\$ 58,444.67	75% Grant-funded; 25% General Fund
Environmental Scientist	\$ 49,462.40	\$ 61,880.00	100% Grant-funded
Community Outreach Assistant	\$ 44,865.60	\$ 41,600.00	100% Grant-funded
Operations Manager	\$ -	\$ 52,000.00	100% General Fund
Project Coordinator	\$ -	\$ 52,000.00	100% Grant-funded
Assistant Project Coordinator	\$ -	\$ 41,600.00	100% Grant-funded
Environmental Technician		\$ 18,720.00	100% Grant-funded
Fringe Benefits	\$ 114,842.00	\$ 178,012.02	
<i>Total Personnel</i>	\$ 442,962.00	\$ 686,617.78	
Travel	\$ 14,000.00	\$ 18,000.00	Legislative meetings; local travel; workshops; conferences
Equipment	\$ -	\$ 70,000.00	Program vessel budgeted in the NOAA IJIA grant
<i>Vessel</i>	\$ -	\$ 70,000.00	
Supplies	\$ 18,000.00	\$ 24,000.00	Office supplies; field supplies; office furniture; outreach materials; printing
<i>Office Supplies</i>	\$ -	\$ 3,000.00	
<i>Office Equipment</i>	\$ -	\$ 6,000.00	
<i>Field Supplies</i>	\$ -	\$ 3,000.00	
<i>Fuel</i>	\$ -	\$ 2,000.00	
<i>Education and Outreach</i>	\$ -	\$ 10,000.00	
Communications	\$ 8,400.00	\$ 8,500.00	Phones; internet; website hosting and maintenance
<i>Phones</i>	\$ -	\$ 2,000.00	
<i>Internet</i>	\$ -	\$ 3,500.00	
<i>Website Hosting/Maintenance</i>	\$ -	\$ 3,000.00	
Fees and Dues	\$ 16,000.00	\$ 20,500.00	Publications; subscriptions; memberships; fees; dues
<i>Subscriptions</i>	\$ -	\$ 9,000.00	
<i>Memberships</i>	\$ -	\$ 4,500.00	
<i>Sponsorship</i>	\$ -	\$ 2,000.00	
<i>Professional Development</i>	\$ -	\$ 4,500.00	
<i>Other Fees</i>	\$ -	\$ 500.00	
Contractual	\$ 25,000.00	\$ 30,000.00	Intern Program; marketing services; technical support; etc.
<i>Contracted Personnel (Intern Program)</i>	\$ -	\$ 20,000.00	
<i>Printer Lease</i>		\$ 2,500.00	
<i>Marketing Services</i>	\$ -	\$ 7,500.00	
Administrative Services	\$ 121,500.00	\$ 109,500.00	
<i>Office Lease & Utilities</i>	\$ 54,000.00	\$ 42,000.00	Office lease and utilities
<i>Accounting</i>	\$ 30,000.00	\$ 30,000.00	Contracted accounting services
<i>Auditing</i>	\$ 15,000.00	\$ 15,000.00	Contracted auditing services
<i>Legal</i>	\$ 10,000.00	\$ 10,000.00	Contracted legal services
<i>Insurance</i>	\$ 12,500.00	\$ 12,500.00	Program Insurance
<i>Total Operating</i>	\$ 202,900.00	\$ 280,500.00	
Total Personnel + Operating	\$ 645,862.00	\$ 967,117.78	
<i>Total Work Plan</i>	\$ 2,187,473.00	\$ 4,563,361.22	
Total Expenditures	\$ 2,833,335.00	\$ 5,530,479.00	

Pensacola & Perdido Bays Estuary Program FY 2023-2024 Proposed Operating Budget

Expenditures		General Fund (Local Contributions and Indirects)							
			FL Appropriation	NOAA IJA	NOAA BWET	Resilient FL	FDEP RESTORE	FLRACE	
Personnel	\$ 508,605.76								
Executive Director	\$ 97,714.86	\$ 97,714.86							
Senior Scientist	\$ 84,646.22		\$ 63,484.67	\$ 21,161.56					
Community Outreach Coordinator	\$ 58,444.67		\$ 14,611.17	\$ 14,611.17	\$ 29,222.34				
Environmental Scientist	\$ 61,880.00		\$ 46,410.00						\$ 15,470.00
Community Outreach Assistant	\$ 41,600.00		\$ 31,200.00		\$ 10,400.00				
Operations Manager	\$ 52,000.00	\$ 52,000.00							
Project Coordinator	\$ 52,000.00			\$ 39,000.00			\$ 13,000.00		
Assistant Project Coordinator	\$ 41,600.00			\$ 31,200.00		\$ 10,400.00			
Environmental Technician	\$ 18,720.00			\$ 18,720.00					
Fringe Benefits	\$ 178,012.02	\$ 52,400.20	\$ 54,497.04	\$ 43,642.45	\$ 13,867.82	\$ 3,640.00	\$ 4,550.00	\$ 5,414.50	
Travel	\$ 18,000.00	\$ 18,000.00							
Equipment	\$ 70,000.00			\$ 70,000.00					
Supplies	\$ 24,000.00	\$ 24,000.00							
Communications	\$ 8,500.00	\$ 8,500.00							
Fees and Dues	\$ 20,500.00	\$ 20,500.00							
Contractual	\$ 30,000.00	\$ 30,000.00							
Administrative Services	\$ 109,500.00	\$ 109,500.00							
Total Personnel + Operating	\$ 967,117.78	\$ 412,615.07	\$ 210,202.88	\$ 238,335.18	\$ 53,490.15	\$ 14,040.00	\$ 17,550.00	\$ 20,884.50	



Agenda Item 6.g.

Approval of the Revised Services Agreement with FSU, in the amount of \$475,000, to complete Compound Flood Modeling

Background: At the October 26, 2022 Board Meeting, the Board approved a services Agreement with FSU to complete compound flood modeling associated with the FDEP Resilient Florida grant. Revisions to the scope of work were made following consultation with FDEP. This revised agreement supersedes the previously adopted services Agreement.

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

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

Legal Review: Escambia County and Mary Jane Bass has reviewed and provided legal signoff.

SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between the Pensacola and Perdido Bays Estuary Program (hereinafter referred to as "PPBEP"), Escambia County Board of County Commissioners, acting as fiscal agent for PPBEP (hereinafter referred to as the "County"), and Florida State University, for and on behalf of its Board of Trustees and their successors and assigns (hereinafter referred to as the "University").

Whereas, the PPBEP desires that the University perform certain services related to an economic impact and valuation analysis of PPBEP; and

Whereas, the University has agreed to do so under the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto mutually covenant and agree as follows:

SCOPE OF SERVICES

The University agrees to perform the Scope of Services set forth in Attachment A.

PERIOD OF PERFORMANCE and TERMINATION

The effective date of this agreement shall be the date last executed. The period of performance under this Agreement is specified as November 1, 2022 through December 31, 2024, unless earlier terminated in accordance with the terms herein. Services may not commence prior to the effective date of the Agreement. Either party hereto may terminate this Agreement at any time with or without cause upon thirty (30) days written notice. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. In the event of termination, the University will be paid for all costs incurred and non-cancelable obligations made prior to the termination date.

COST AND PAYMENT

The parties agree this is a cost reimbursable agreement, with costs not to exceed \$475,000.00 inclusive of any direct or indirect costs or expenses. The University may request payment by the submission of a properly executed invoice reflecting the amount due and owing for services rendered with appropriate supporting documentation. Invoices may not be submitted more frequently than once per month. Payments 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.

Invoices shall be sent to:

Matt Posner, Executive Director
Pensacola and Perdido Bays Estuary Program
mjposner@ppbep.org
226 Palafox Place, 5th floor
Pensacola, FL 32502

Payments shall be sent to:
Sponsored Research Accounting Services
874 Traditions Way, 3rd Floor
Tallahassee, Florida 32306-4166

PATENT AND COPYRIGHT

The University shall retain rights to any and all intellectual property first produced under this Agreement. If this Agreement is funded in whole or in part with federal funds, the University grants to the Federal Government a royalty-free, nonexclusive, irrevocable license to use the intellectual property first produced under this Agreement.

OWNERSHIP OF DOCUMENTS

Drawings, specifications, design, models, photographs, reports, surveys, and other data produced by the University in connection with the performance of services under this Agreement are and shall remain the property of the County/PPBEP whether the Project is completed or not. Such ownership also shall include any electronic files developed or created of such documents. Notwithstanding anything to the contrary in this agreement, the University shall retain the right to publicly disseminate information in, and related to, drawings, specifications, design, models, photographs, reports, surveys, and other data produced in connection with the performance of services under this Agreement without restriction from the County.

CHANGES AND MODIFICATIONS

Modifications of provisions of this Agreement shall be valid when they have been reduced to writing and duly signed by authorized parties. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the University without prior written consent.

INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the wrongful acts or omissions of its officers, employees, contractors, and agents to the extent permitted by Section 768.28, Florida Statutes. Nothing contained herein shall constitute a waiver of sovereign immunity by any party beyond the waiver set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

INSURANCE

In the performance of services hereunder, the University agrees to maintain, during the term of this Agreement, comprehensive general liability insurance with limits for bodily injury and property damage combined in the amount of \$200,000 per person, \$300,000 per occurrence for the protection of the parties against any and all claims arising out of this Agreement.

MANAGEMENT

The PPBEP has designated Matt Posner as the contact person for this Agreement, telephone # 850.595.0820.

The University's representative for the technical aspect of the project is Dr. Ebrahim Ahmadisharaf, telephone #850-410-6281. The representative for the University responsible

for administrative and financial matters related to this Agreement is Pam Ray, Senior Director, Sponsored Research Administration, telephone #850.644.8643.

SEVERABILITY AND NON-WAIVER

In the event one or more provisions of this Agreement are declared invalid, the balance of this agreement shall remain in full force and effect. Failure of either party to enforce any provision of this Agreement does not waive that party's right to full performance of the provisions of the Agreement.

It is expressly understood and agreed that this Agreement states the entire agreement and that the parties are not bound by any stipulations, representations or promises not printed in this Agreement.

COMPLIANCE WITH LAW

The University agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

INDEPENDENT CONTRACTOR

In the performance of this Agreement, the University is an independent contractor. The University shall not hold itself out as an employee, agent or servant of Escambia County; and the University shall not have the power or authority to bind Escambia 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.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

PUBLIC RECORDS

The parties hereto 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. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the non-breaching parties may, without prejudice to any other right or remedy and after providing seven days written notice, during which period the breaching party still fails to allow access to such documents, terminate the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the respective dates under each signature.

PPBEP

Matt J. Posner
Executive Director

Date

Escambia County, Florida

Wesley J. Moreno, County Administrator

Date

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: *Christopher R. Shaffer, ACA*

Date: 06-27-2023

Florida State University



Digitally signed by Russell D. Lentz for Stacey Patterson, VP for Research, Florida State University
Date: 2023.06.20 16:31:53 -04'00'

Stacey Patterson
Vice President for Research

June 20, 2023

Date



Scope of Work for

Compounding Floods in Pensacola and Perdido Bay Under Climate Change

Prepared by:

Ebrahim Ahmadisharaf, PhD

Department of Civil and Environmental Engineering

Resilient Infrastructures and Disaster Response (RIDER) Center

Florida A&M University—Florida State University College of Engineering

Tallahassee, FL 32310

Prepared for

Pensacola and Perdido Bays Estuary Program

Date: 10/13/2022

Overview

This project aims to study future floods in the Pensacola and Perdido Bay area under various climate pathways and sea levels. Compound rain-tide scenarios will be modeled using frequency analyses and hydrodynamic models. A variety of climate change and sea level rise scenarios will be studied and vulnerable areas to each scenario will be mapped. The ultimate outputs include a model for flood vulnerability assessments and maps of vulnerable areas for a variety of climate change and sea level rise scenarios.

Project main tasks

Florida State University (FSU) will fulfill the following tasks under this statement of work (SOW) in collaboration with the Pensacola and Perdido Bays Estuary Program. The task numbers are consistent with the FDEP Grant # 22PLN35.

Task 1 – Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statute (F.S.). 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 types as defined in s. 380.093(2) 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. Sea level rise projection data shall include the National Oceanic and Atmospheric Administration (NOAA) most recent intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantee’s discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event.

Additional details: The goal of this task is to prepare all the pertinent existing datasets and models for the study area. Observed data (meteorological, hydrologic, hydrodynamic etc.) will be acquired from publicly available sources and government agencies (e.g., FDEP, EPA, NOAA, USDA, USACE and USGS). In addition to these sources, FSU will review existing studies on the case study to identify other data that are not publicly available but may be obtained upon request. PPBEP will facilitate connections on this. These data will be collected for the entire period of record. The data will be then evaluated, processed and cleaned to fill any data gaps and ensure consistency among them in terms of period of coverage and spatiotemporal resolution. These data will be further processed to the required format and desired period of analyses for the flood inundation modeling. Literature review will be also conducted to identify suitable computational models and approaches for the analyses of compounding floods for the Pensacola and Perdido Bay area. The deliverable of this task will be a database for the case study.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) 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 s. 380.093(2) 1-4, F.S.

Task 2 – Conduct Steering Committee Meetings

Description: The Grantee will actively participate in a support role as directed and requested by PPBEP.

Task 3 – Public Outreach and Community Engagement

Description: The Grantee will actively participate in a support role as directed and requested by PPBEP.

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.

Task 4.1 – Hydrodynamic model configuration and verification

The goal of this subtask is to implement a hydrodynamic model that represents the case study conditions in terms of flooding. FSU will configure a hydrodynamic model to simulate coupled coastal-inland floods in the study area. The configuration will be informed by past studies and the case study database (Task 1). Existing hydrodynamic models will be leveraged and augmented during the project. PPBEP will, if available, provide FSU with the existing hydrodynamic models for the simulations. Based on previous studies, data availability and technical considerations, multiple hydrodynamic models will be assessed, and one or a combination of multiple models (e.g., 1D hydrodynamic or a hydrologic model for the upstream and a 2D model for the downstream) will be chosen. Test runs will be done to ensure numerical stability and minimize simulation errors under various event-based flood scenarios. Model parameters will be adjusted to optimize the model performance and quantitative metrics will be used to measure the model performance. The deliverable will be model files of the hydrodynamic model, a series of metrics on the hydrodynamic model performance and maps of simulations against historical records.

Task 4.2 – Climate change assessments and updating intensity-duration-frequency (IDF) curves

The goal of this task is to project future precipitation and update intensity-duration-frequency (IDF) curves under plausible climate pathways. Literature review will be conducted to identify a suitable global climate model (GCM) for the study area. Based on the literature review, the suitable GCM for producing Coupled Model Intercomparison Project Phase 6 (CMIP6) data will be determined and selected for further analyses. Historical measurements of precipitation will be acquired from NOAA's NCEI and North West Florida Water Management District's rain gauges. The precipitation time series for the selected GCM will be also acquired and processed to the required format and desired period of analyses for downscaling and bias correction. The processed GCM's data will be downscaled and bias corrected using a statistical downscaling technique. The variable of interest will be sub-daily precipitation. Fit metrics will be computed and statistical tests will be performed to assess the GCM's efficiency in representing historical precipitation. A probability distribution will be selected based on a statistical metric like L-moment or maximum likelihood estimation. This distribution will be fitted to the future time series to generate intensity, duration and frequency of precipitation under future climate. The deliverable will be precipitation time series and updated IDF curves for rain gauges within the study area under plausible future climates.

Task 4.3 – Sea level rise assessments

The goal of this task is to project future sea levels under plausible scenarios. A variety of sea level rise scenarios (low, intermediate and high), which differ in terms of consideration of source SLC rate, will be studied to bracket near and distant future changes in sea levels at five-year time increments. The USACE's Sea-Level Change (SLC) Curve Calculator will be used as our primary tool to derive historical and future sea levels for the coastal portion of our testbed. Point-based information by the SLC Curve Calculator will be spatially interpolated to generate a spatially continuous tidal data. The deliverable will be continuous time series of sea levels for the study area under various sea level rise scenarios.

Task 4.4 – Design flood derivation

The goal of this task is to determine design flood scenarios based on joint assessments on rainfall and tide. Joint probability analyses will be done between rainfall and tide levels to derive these scenarios. The analyses will characterize design rainfall and tide in terms of magnitude, intensity, timing and duration. Various levels of risks (i.e., return periods or recurrence intervals) will be derived based on these analyses for the historical and future scenarios. The deliverable will be a series of design rainfall and tide for inland, coastal and compounding under historical and future scenarios.

Task 4.5 – Flood inundation modeling

The goal of this task is to map areas that are flooded under various design floods. Flood inundation modeling will be conducted via the hydrodynamic model under a broad range of design flood scenarios, including historical and future (climate change and/or sea level rise). These simulations will show the areas that are flooded alongside the flood characteristics (e.g., depth) in each flooded area.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 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.

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: 1) Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 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 4) a signed VA Compliance Checklist Certification.

Task 7 – Adaptation Plan

Description: The Grantee will actively participate in a support role as directed and requested by PPBEP.

Additional details: Using the hydrodynamic simulations and flood inundation maps produced in Task 5, vulnerable infrastructure (e.g., lift stations, wells and treatment plants) will be identified. The deliverable will be flood inundation maps and vulnerable infrastructure for various flood scenarios and the hydrodynamic model files.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment 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, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Reporting

The project results will be documented and reported to PPBEP in the format of a PDF. FSU will also share the results in the format of GIS, figures and tables.

Project timeline

The project will begin Nov 1, 2022 and end December 31, 2024. Table 1 shows the project timeline.

Table 1. Project timeline.

Task*	Y1	Y1	Y1	Y1	Y2	Y2	Y2
	Q1	Q2	Q3	Q4	Q1	Q2	Q3
Task 1							
Task 2							
Task 3							
Task 4							
Task 5							
Task 6							
Task 7							

* The task numbers are consistent with the FDEP Grant # 22PLN35.

Budget

Total costs: \$475,000; Total direct costs: \$431,819; Total indirect costs: \$43,181. Year 1: \$294,339; Year 2: \$180,661.

Budget Item	Cost (\$)
Personnel (salary and fringes)	\$412,184
Materials and supplies	\$800
Travel	\$12,835
Publication fees	\$6,000
Indirect costs	\$43,181
Total	\$475,000

Budget Narrative

PERSONNEL

Ebrahim Ahmadisharaf, Ph.D. (Years 1-2): Dr. Ebrahim Ahmadisharaf is a Research Faculty I in the Civil and Environmental Engineering Department at FAMU-FSU College of Engineering. For this project, Dr. Ahmadisharaf will oversee the entire project, lead the modeling and analyses efforts, writing and reviewing the reports, and supervise the FSU students and postdocs. Dr. Ahmadisharaf is a soft-funded faculty; i.e., faculty employment is dependent on contracts and grants. Requested funds will be used to pay his salary and fringes for the time involved with this project.

TBN Postdoctoral Scholar (Years 1-2): Two postdoctoral scholars will perform hydrodynamic modeling, compounding flood analyses, developing routines for the analyses and interpretation of the results under the supervision of Ahmadisharaf. The postdoc will also contribute to reporting and mentoring the students.

TBN Graduate Research Assistant (Years 1-2): Two graduate research assistants (GRAs) will perform data collection and processing, climate change assessments, updating IDFs, geospatial analyses and sea

level rise assessments under the supervision of Ahmadisharaf.

Fringe Benefits: Fringe benefits for the personnel have been calculated at current negotiated rates: 18.93% for Ahmadisharaf and 0.4% for the GRAs. Ahmadisharaf fringes will include a health insurance of \$10,807 per year, postdocs' fringes will include a health insurance of \$19,813 (married) or \$9,162 (individual) and the GRAs' fringes will include a health insurance of \$2,587.96 per year, per FSU policy.

OTHER DIRECT COSTS

Materials and supplies (\$400, Years 1-2): Funds are requested to cover the software license (ArcGIS), for two project team members.

Travel (\$5,134 Year 1; \$7,701, Year 2): Funds are requested to support four project team members to visit the study area in Year 1, meet with the PPBEP and steering committee in Years 1-2 and to present the project results at domestic conferences (e.g., American Geophysical Union's Fall Meeting and the American Society of Civil Engineers' World Environmental & Water Resources Congress), which are held in different locations every year. The travel costs include transportation (ground transportation and airfare), lodging, meals, per diem and conference registration.

Publication (\$6,000, Year 2): A funding of \$6,000 is budgeted in Year 2 to cover open-access publication fees for the peer-reviewed articles that are resulted from this project.

INDIRECT COSTS

Indirect costs are calculated at 10.0% of total direct costs (TDC) in all years. FSU defines a "year" as the fiscal year, July 1 through June 30.



Agenda Item 6.h.

Approval of a Services Agreement with UWF, in the amount of \$10,000, for the NOAA B-WET Project

Background: The Board previously approved NOAA B-WET Grant Agreement No. NA22NMF0080234, in the amount of \$100,000. The enclosed services agreement directs \$10,000 to the University of West Florida to complete their scope of work associated with the project, which entails completing teacher and student surveys and evaluation reports.

Recommendation: Recommend the Board approve, and authorize the Executive Director to sign, the Services Agreement with UWF, in the amount of \$10,000, for the NOAA B-WET Project.

Financial Impact: If approved, this will obligate \$10,000 in the grant cost center to UWF for the project.

Legal Review: Mary Jane Bass is currently reviewing the services agreement.

Contract for Services Agreement (“Contract”)

Escambia County Board of County Commissioners (“Escambia County”) fiscal agent for Pensacola and Perdido Bays Estuary Program (“PPBEP”)	UNIVERSITY OF WEST FLORIDA Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate (“UNIVERSITY”)
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Pensacola & Perdido Bays Estuary Program 226 S. Palafox Place, 5th floor Pensacola, FL 32502	Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750
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TEIN: 59-6000598	DUNS: 075079673	TEIN: 59-2976783	DUNS 053000709
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Does funding originate from a Federal prime source? No Yes If yes, complete following
 Original Source of Funds: NOAA Project or Funding Reference Number/PRIME AWARD: NA22NMF0080234
 Name of Federal Agency: NOAA CFDA Number: 11.008 Name of Federal Program: NOAA Mission-Related Education Awards

Contract Period of Performance: FROM: 02/01/23 TO: 06/30/24	Amount Funded \$10,000	Matching Funds \$0.00	Total \$10,000
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Project Title: Pensacola Bay System Oyster REEF (Restoration Education and Engagement Framework)

Reporting Requirements: See Attachment 1

Terms and Conditions

- (1) SPONSOR hereby awards a cost reimbursable firm fixed price firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY'S proposal dated February 14, 2022 as shown in Attachment 1.
- (2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies.
- (3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.
- (4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.
- (5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.
- (6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.
- (7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.
- (8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR.
- (9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made a part hereof by reference.

By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.

Pensacola and Perdido Bays Estuary Program	UNIVERSITY OF WEST FLORIDA
<hr/> Matthew J. Posner Executive Director	<hr/> Matthew Schwartz, Ph.D. Associate Vice President Research Administration
Escambia County	Approved as to Form and Legal Sufficiency:
<hr/> Wesley J. Moreno County Administrator	<hr/> University Counsel
Date	Date
Date	Date

Attachment 1: STATEMENT OF WORK AND SCHEDULE OF COMPENSATION

This is a cost reimbursable fixed price fixed rate Agreement for services in the amount not to exceed \$10,000 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the timetable identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
Teacher Needs Assessment	8/1/23	\$500
Teacher Pre- & Post- Workshop Survey and Evaluation	8/1/23	\$2000
Workshop Evaluation Report	8/28/23	\$1000
Teacher Implementation surveys	9/1/23	\$2000
Student Pre- & Post- surveys	9/1/23	\$2000
Final evaluation report	5/15/24	\$2500
Total		\$10000

University's Tasks:

The University will supply personnel and resources to accomplish the scope of work at the price in the proposal/cost quotation as shown below.

Budget Justification

Personnel

Dr. Amanda Croteau, PI, will commit 2.85% of effort in year one of the project. This is equal to 2.98 hours a week for 20 weeks at an hourly rate of \$20.59. In year two of the project, she will commit 9.4% effort. This is equal to 4.0 hours a week for 52 weeks at an hourly rate of \$20.59. Dr. Croteau will be responsible for developing the evaluation tools (including IRB approval), analyzing and reporting evaluation results. Total requested is \$5,270.

Fringe

Fringe benefits for Dr. Croteau are budgeted 65% of her total budgeted salary. Fringe benefit rates for salaried faculty are based on a percentage of base salary based on actual salary paid. Rate includes FICA, contribution to a retirement plan, health and life insurance employer contributions and a pooled rate of 3.2% for Worker's Compensation, Unemployment Compensation applied to all employee salaries. The HHS Approved Cost Rate Agreement approves this base. Health and life insurance premiums are a fixed annual cost for types of plan elected per employee. Therefore, the percentage of fringe benefits for higher salary bases is lower than for an individual with a lower salary. A copy of the current Fringe Benefit Analysis Chart is available upon request. Total requested is \$3,426.

Indirect Costs

Indirect costs are charged at Pensacola and Perdido Bay Estuary Program limited rate of 15% on all human resources costs, including salary, wages, and fringe benefits. Total Requested is \$1,304.35.

Total Amount Requested: \$10,000

**Attachment 2
CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID # 59-6000598 / DUNS # 075079673		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address:	Matt J. Posner Executive Director 226 Palafox Place, 5th floor	Name: Title: Address:	Elan Travis Senior Grants Specialist Research Administration and Engagement 11000 University Parkway Pensacola, FL 32514-5750 (850) 474-2825 etravis@uwf.edu
City ST Zip Phone: E-mail:	Pensacola, FL 32502 (850) 595-0820 mjposner@ppbep.org	City ST Zip Phone: E-mail:	
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name: Title: Address:	Logan McDonald Community Outreach Coordinator 226 Palafox Place, 5 th floor	Name: Title: Address:	Amanda Croteau Post Doctoral Research Associate Center for Environmental Diagnostic and Bioremediation 11000 University Parkway Pensacola, FL 32514-5750 850-474-2060 acroteau@uwf.edu
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Financial Point of Contact		Financial Point of Contact	
Name: Title: Address:	Susan Holt Finance Manager 221 Palafox Place	Name: Title: Address:	Barbara Crenshaw Business Manager Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 857-6203 bcrenshaw@uwf.edu
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Authorized Official		Authorized Official	
Name: Title: Address:	Matt J. Posner Executive Director 226 Palafox Place, 5th floor	Name: Title: Address:	Matthew Schwartz, Ph.D. Associate Vice President Research Administration 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2824 mschwartz@uwf.edu
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Attachment 3:
ADDITIONAL TERMS AND CONDITIONS (Federal funds)

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics or pandemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

SEVERABILITY In the event any provision of this Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101 are incorporated into this Agreement by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

AUDIT/FEDERAL REQUIREMENTS All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency, the Sponsor's, and the University's audit requirements. The University will permit Sponsor's auditors, other knowledgeable staff, or auditors engaged by Sponsor, whichever is appropriate, to have access to the records and financial statements as necessary to comply with 2 CFR 200 Subpart F. The University will make available upon request a copy of its latest annual audit report and management response to findings or its equivalent.

The University will abide by any requirements imposed on a subrecipient by Federal laws, regulations, and the provisions of the Prime Award agreement as well as any supplemental requirements imposed by Sponsor as required by 2 CFR 200 Subpart F. However, Sponsor is responsible for providing notification of any specific flow-down provisions applicable to this project or a copy of the Prime Award as an Addendum to this Attachment.

CONFLICT OF INTEREST Acceptance of this Agreement constitutes the assurance of Sponsor that it has an institutional conflict of interest policy which meets federal requirements for receipt of funds. Sponsor shall notify University of all changes of employment of key grant personnel upon learning of such change. Additionally, Sponsor shall, upon learning such information, disclose to University if any grant personnel are employed or have an interest in or hold office in any other entity which might constitute a conflict of interest with this project.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance

upon request. Copies of certificates of coverage are available on request from the Research Administration and Engagement office contractual contact representative.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Agreement. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Agreement. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Agreement.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of §768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: (1) denying the University or other state entity any remedy or defense available under the laws of the State; (2) the consent of the University to be sued or (3) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in §768.28, Florida Statutes.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the State Courts of Escambia County, Florida.

INTELLECTUAL PROPERTY The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the "Work Product") without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as "This project was supported by the Pensacola and Perdido Bays Estuary Program through the University of West Florida."

INDEPENDENT CONTRACTOR STATUS Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

E-VERIFY By executing this Agreement, Sponsor certifies that it is registered with, and uses, the federal E-Verify system as required by law.