

**STATE OF FLORIDA
COUNTY OF ESCAMBIA
MISCELLANEOUS APPROPRIATIONS AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
FRIENDS OF DOWNTOWN PENSACOLA, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Friends of Downtown Pensacola Inc., a Florida not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN Number 47-3452666, with a principal address of 226 S. Palafox Place, Suite 106, Pensacola, FL 32502(hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized pursuant to §125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a family friendly festive atmosphere in downtown Pensacola from November 25, 2022 through the middle of January 2023, and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2022/2023 (October 1 through September 30), the sum of \$15,000.00 to conduct a program generally described as ***First City Lights Festival***, as more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of §125.0104 and §129.09, Florida Statutes, as amended, governing the

expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of §129.09, Florida Statutes, have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. "Bad Debts"- Losses arising from uncollectible accounts and other claims, and related costs;
2. "Contingencies"- Contributions to a contingency reserve or any similar provisions for unforeseen events;
3. "Contributions or Donations"- Contributions or donations to any organization;
4. "Entertainment"- Costs of amusement, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
5. "Fines and Penalties"- Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement;
6. "Governor's Expenses"- The salaries and expenses of the Office of the Governor of the State of Florida or the chief executive of the County, which are considered a cost of general state or local government;
7. "Legislative Expenses"- The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction; and
8. "Interest and Other Financial Costs"- Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require;
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit

report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred and twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) To successfully perform the program more particularly described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or sub-grants under this Agreement without the County's prior written approval. When requesting approval, the Recipient must furnish the County with a copy of all proposed subcontracts or sub-grants. Approval of any subcontracts or sub-grants shall be granted at the County's sole discretion.

Section 3. The term of this Agreement will commence upon the date last executed and expire on the 30th day of September 2023, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 4. For the County's current Fiscal Year (FY) 2022/23 (October 1 through September 30), the County agrees to allocate the total sum of \$15,000.00 for the program of activity. All payments pursuant to this Agreement shall be in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

Section 5. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$5,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 6. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit A. Such report will be due within thirty (30) calendar days of the close of FY 2022-2023 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit A.

Section 7. The Recipient's approved budget, included in Exhibit A and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 8. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2023, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed ten percent (10%) of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered

funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2023, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman
Board of County Commissioners

Date: _____

BCC Approved: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 10-19-2022

By: _____
Deputy Clerk

FRIENDS OF DOWNTOWN PENSACOLA, INC.

By: _____

Title: _____

ATTEST: _____

Date: _____

Corporate Secretary

EXHIBIT A

2022-2023 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
FRIENDS OF DOWNTOWN PENSACOLA, INC.

APPROVED BUDGET

PROGRAMMATIC EXPENSES ASSOCIATED
WITH THE PROGRAM FUNCTIONS OF
FRIENDS OF DOWNTOWN PENSACOLA INC.

\$15,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

All funds will be used for direct costs associated with the First City Lights Festival, including, but not limited to, lighting installation and removal, permits, and holiday decorations.

EXHIBIT B

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will require the following items:

- A fully completed W-9 form (these will need to be updated every two years) from the Recipient and approved subcontractor.
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of Agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**
- With the exception of the first payment, all appropriation payments are made to the entity on a reimbursement bases after proof of payment for eligible costs in accordance with the budget outlined in Exhibit A has been submitted for all monthly reimbursements. The first payment in the amount of 1/12 of the total approved budget will be advanced in October to assist the Recipient in starting the authorized program activity. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the initial sum. **For the remainder of the year, no funding will be advanced.** Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.