

**ANNUAL MEETING – November 29, 2016**  
**FloridaWest Economic Development Alliance – Board of Director’s Meeting**  
**Greater Pensacola Chamber I Boardroom I 117 W Garden Street**

- |   |                  |
|---|------------------|
| <b>1. Call to Order</b>   | Jim Waite        |
| <b>2. Meeting publicly noticed on October 27</b>  | Jim Waite        |
| <b>3. Public Comment</b>  | Jim Waite        |
| <b>4. Action Items</b>  | Jim Waite        |
| a. <b>Approve October 19 Meeting Minutes</b>  | Jim Waite        |
| b. <b>Approve Financials</b>  | Chris Walker     |
| c. <b>Authorize signing City Miscellaneous Agreement for FY 2017</b>                                  | Rebecca Ferguson |
| d. <b>Finance Authorizations: New FLWest Account Signers &amp; Whitney Visa online account access</b> | Libby Brown      |
| <b>5. Discussion Items:</b>   |                  |
| a. <b>CIE Incubator Update:</b>   | Kelly Reeser     |
| b. <b>Cyber Security Strategic Plan Update</b>  | Scott Luth       |
| c. <b>Office Space</b>  | Scott Luth       |
| d. <b>Board Forum</b>   | Jim Waite        |
| <b>6. Adjourn</b>   | Jim Waite        |

**FY 16-17 Schedule:**

- No December Meeting – Happy Holidays!
- January 31 @ 2:00
- March 28 @ 2:00
- May 30 @ 2:00
- July 25 @ 2:00
- September 26 @ 2:00

**MINUTES – October 19, 2017**

**FloridaWest Economic Development Alliance – Board of Director's Meeting  
Greater Pensacola Chamber, 117 W Garden Street – Boardroom**

Members Present: Vice President Gary Sammons, Secretary Tim Haag, Rebecca Ferguson, and Bonita Player.

Members Not Present: President Jim Waite, Donnie McMahon, and Lewis Bear, Jr.

Staff Present: Scott Luth, Kelly Reeser, Attorney Margaret Stopp, and Libby Brown

Others Present: John Hutchinson

1. **Call to Order:** The meeting was called to order by Vice President Gary Sammons at 12:15 PM.
2. **Public Notice:** This meeting was publicly noticed on September 27, 2016.
3. **Public Comment:** Vice President Sammons asked the room if there was any public comment. There was none.
4. **Sunshine Law Review:** Attorney Margaret Stopp gave an overview of the Florida Sunshine Law to members.
5. **Action Items**
  - a. **Approve September 27 Meeting Minutes:** Gary Sammons asked if there were any additions or corrections to the August 10, 2016 meeting minutes. With no changes, it was MOVED by Tim Haag and SECONDED by Rebecca Ferguson to accept the meeting minutes. The motion passed unanimously.
  - b. **Accept FY 16-17 Budget:** The tentative budget was released to the board on September 27 and discussed at the October 10 budget workshop. After discussion, it was MOVED by Tim Haag and SECONDED by Rebecca Ferguson to accept the FY 16-17 budget and approved unanimously.
  - c. **Accept changes to By-Laws:** FloridaWest Attorney Margaret Stopp, with President Waite, Scott Luth and Libby Brown, redlined the by-laws to reflect organizational growth within and outside of FloridaWest. She also reported that there should be an additional change to allow larger donors to appoint additional directors with board approval. It was MOVED by Rebecca Ferguson and SECONDED by Tim Haag to accept the changes to the by-laws, and authorize Secretary Tim Haag to execute the by-laws once Attorney Stopp provided a clean copy to staff. The motion passed unanimously. Once executed, Scott Luth will be able to reach out to Pensacola State College and the University of West Florida for their appointments to the FloridaWest Board of Directors.
  - d. **Voting in New Officers to FloridaWest:** Vice President Gary Sammons entertained a motion to approve the slate of candidates for the Executive Board for FloridaWest's Board of Directors. It was MOVED by Rebecca Ferguson and SECONDED by Tim Haag to accept the new officers. Jim Waite will continue to serve as the President of the Board, Donnie McMahon will serve as the Vice President, and Tim Haag will serve as the Secretary-Treasurer. Attorney Margaret Stopp stated that per the by-laws, the office of Secretary and Treasurer may be combined should a vacancy in one of those positions occur as they did this time around.
  - e. **Cyber Strategic Plan:** Rebecca Ferguson was appointed to review the proposals submitted to begin Phase II of the Cyber Strategic Plan for Escambia County. Rebecca stated that Janet Woolman was the only individual or company that bid for the position and that she has performed similar work in other capacities. She recommended to the

Board to accept Janet Woolman as the contractor for developing the Cyber Strategic Plan and approve a \$35,000 budget with a not-to-exceed clause. It was MOVED by Tim Haag and SECONDED by Bonita Player to accept Rebecca Ferguson's recommendation and allow for a contract to be executed after review by Attorney Margaret Stopp. The motion was unanimously approved.

**6. Discussion Items:**

- a. **City Miscellaneous Agreement:** Rebecca Ferguson said that the Miscellaneous Agreement between the City of Pensacola and FloridaWest has been drafted, and would like to have it distributed to the board for approval to execute at the next FloridaWest Board of Director's Meeting.
- b. **Budget Workshop Review:** The board convened on October 10 for a budget workshop, and among the items discussed was expanding membership and looking for outside support for FloridaWest to ensure a dedicated funding source for Economic Development. John Hutchinson joined the board to talk about some of the options that FloridaWest had in seeking that support. John Hutchinson explained that a 501 c 3, like the Greater Pensacola Chamber's Foundation or the Pennies for Progress group, would be avenue worth pursuing to allow the private sector to have a say in economic development activities in the area and secure Local Area Sales Tax (LOST) funding for economic development, which would equate to roughly \$3.5 million per year.
- c. **Office Space:** It is common knowledge that the Greater Pensacola Chamber is looking for a new space, and FloridaWest, as tenants in the Chamber building, will need to find a new office space. A list of researched opportunities were provided to the board, and it was recommended by Gary Sammons to determine the Board's role at the next scheduled meeting.
- d. **FY 16-17 Schedule:** Libby Brown provided the board with a list of meeting dates for the new fiscal year. It was recommended that she send out calendar invitations to everyone to hold those dates.
- e. **Board Forum:** There was no board forum, but staff member Kelly Reeser let the board know that the CIE will be unveiling its new brand in early December.

**7. Adjourn:** The board adjourned at 1:09 PM.

**The next FloridaWest Board of Director's Meeting will take place on November 29, 2016 at 2:00 PM at the Greater Pensacola Chamber in the Boardroom. The meeting has been publicly noticed.**



**BIZZELL, NEFF & GALLOWAY, P.A.  
CERTIFIED PUBLIC ACCOUNTANTS  
P.O. BOX 12346 - 3250 NAVY BOULEVARD  
PENSACOLA, FLORIDA 32591**

**ACCOUNTANTS' COMPILATION REPORT**

November 7, 2016

TO THE BOARD OF DIRECTORS  
COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF PENSACOLA AND  
ESCAMBIA COUNTY, INC. (d/b/a FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE)  
PENSACOLA, FLORIDA

MANAGEMENT IS RESPONSIBLE FOR THE ACCOMPANYING FINANCIAL STATEMENTS OF THE COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF PENSACOLA AND ESCAMBIA COUNTY, INC. (d/b/a FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE) (A NONPROFIT ORGANIZATION), WHICH COMPRISE THE STATEMENT OF FINANCIAL POSITION AS OF SEPTEMBER 30, 2016, AND THE RELATED STATEMENT OF ACTIVITIES FOR THE YEAR THEN ENDED IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA. WE HAVE PERFORMED A COMPILATION ENGAGEMENT IN ACCORDANCE WITH STATEMENTS ON STANDARDS FOR ACCOUNTING AND REVIEW SERVICES PROMULGATED BY THE ACCOUNTING AND REVIEW SERVICES COMMITTEE OF THE AICPA. WE DID NOT AUDIT OR REVIEW THE FINANCIAL STATEMENTS NOR WERE WE REQUIRED TO PERFORM ANY PROCEDURES TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED BY MANAGEMENT. ACCORDINGLY, WE DO NOT EXPRESS AN OPINION, A CONCLUSION, NOR PROVIDE ANY FORM OF ASSURANCE ON THESE FINANCIAL STATEMENTS.

MANAGEMENT HAS ELECTED TO OMIT SUBSTANTIALLY ALL OF THE DISCLOSURES AND THE STATEMENT OF CASH FLOWS REQUIRED BY ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA. IF THE OMITTED DISCLOSURES AND THE STATEMENT OF CASH FLOWS WERE INCLUDED IN THE FINANCIAL STATEMENTS, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE ORGANIZATION'S FINANCIAL POSITION, CHANGES IN NET ASSETS AND CASH FLOWS. ACCORDINGLY, THESE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

**DRAFT**  
SUBJECT TO REVISIONS  
FOR DISCUSSION PURPOSES ONLY

BIZZELL, NEFF & GALLOWAY, P.A.

CERTIFIED PUBLIC ACCOUNTANTS



**COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF  
PENSACOLA AND ESCAMBIA COUNTY, INC.  
(d/b/a FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE)  
STATEMENT OF FINANCIAL POSITION  
SEPTEMBER 30, 2016**

**DRAFT  
SUBJECT TO REVISIONS  
FOR DISCUSSION PURPOSES ONLY**

ASSETS	
Cash	\$ 470,043
Accounts receivable	62,791
Property and equipment, net	<u>60,104</u>
TOTAL ASSETS	<u>\$ 592,938</u>
LIABILITIES & NET ASSETS	
Liabilities	
Accounts payable	\$ 5,907
Accrued payroll	9,980
Total liabilities	<u>15,887</u>
Net Assets	
Unrestricted	<u>577,051</u>
TOTAL LIABILITIES & NET POSITION	<u>\$ 592,938</u>

SEE ACCOUNTANTS' COMPILATION REPORT

**COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION OF  
PENSACOLA AND ESCAMBIA COUNTY, INC.  
(d/b/a FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE)**

**STATEMENT OF ACTIVITIES  
YEAR ENDED SEPTEMBER 30, 2016**

Support and Revenue		
Memberships	\$	250,000
Local governments		720,000
Foundations		172,524
Incubator rental		89,124
Contributions		35,949
Other revenue		2,665
		<hr/>
Total Support and Revenue		1,270,262
		<hr/>
Expenses		
Bank and credit card fees		898
Marketing		51,329
Database/Research		9,765
Legal and accounting		38,547
Travel		60,392
Depreciation		2,923
Dues and subscriptions		10,128
Insurance		2,519
Repairs and maintenance		22,645
Meetings		5,656
Incubator		81,274
Postage		218
Salaries and benefits		558,535
Office supplies and other		7,189
Utilities		4,336
Rent		30,482
		<hr/>
Total Expenses		886,836
		<hr/>
Change in Net Assets		383,426
Net Assets, Beginning of Year		193,625
		<hr/>
Net Assets, End of Year	\$	577,051
		<hr/> <hr/>

**DRAFT  
SUBJECT TO REVISIONS  
FOR DISCUSSION PURPOSES ONLY**

SEE ACCOUNTANTS' COMPILATION REPORT

## CORPORATE AUTHORIZATION RESOLUTION

**Hancock Bank, a trade name of Whitney Bank**

Community Economic Development Association of Pensacola and Escambia County, Inc.

Branch Name: West Garden Street

Name/User ID Gayle Boothe / A000360

Corporation

117 W. Garden Street

Address

Pensacola, FL 32502

City, State, and Zip Code

A. I, \_\_\_\_\_, certify that I am Secretary (clerk) of the above named corporation organized under the laws of Florida, Federal Employer ID Number 47-1954665, engaged in business under the trade name of Community Economic Development Association of Pensacola and Escambia County, Inc. and that following is a correct copy of resolutions adopted at a meeting of the Board of Directors of this corporation duly and properly called and held on \_\_\_\_\_. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

B. Be it resolved that,

(1) The Financial Institution named above is designated as a depository for the funds of this corporation.

(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.

(3) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of this corporation with this Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

(4) Any of the persons named below, so long as they act in a representative capacity as agents of this corporation, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable to open this Account with the Financial Institution and for the effective exercise of their powers indicated below, from time to time with this Financial Institution, concerning funds deposited in this Financial Institution, moneys borrowed from this Financial Institution or any other business transacted by and between this corporation and this Financial Institution subject to any restrictions stated below including, but not limited to, agreements for the issuance to authorized persons of debit and/or ATM cards, and this corporation agrees to, and shall be bound by, the terms and conditions of and shall otherwise be liable under the terms of all such contracts, agreements, stipulations and orders.

(5) Any and all prior resolutions adopted by the Board of Directors of this corporation and certified to this Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, unless supplemented or modified by this authorization.

(6) This corporation agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of this corporation, and authorizes the Financial Institution named above, at any time, to charge this corporation for all checks, drafts, or other orders for the payment of money that are drawn on this Financial Institution.

C. Print the name(s) and title(s) of any person who is authorized to exercise the powers listed below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Endorse checks and orders for the payment of money and withdraw funds on deposit with this Financial Institution.
- Receive and use any debit and/or ATM card issued to him or her for the account of this corporation to make deposits and withdraw funds of this corporation, make purchases chargeable to this corporation and receive information, enter into transactions that may otherwise be available, from time to time, through the use of such card(s).
- Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this Financial Institution.

D. I further certify that the Board of Directors of this corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the person named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name on \_\_\_\_\_

Date

\_\_\_\_\_  
Attested by One Other Officer

\_\_\_\_\_  
Secretary

Jimmy Waite - President

Printed Name and Title

\_\_\_\_\_  
Printed Name



# Hancock Bank, a trade name of Whitney Bank

Branch Name: West Garden Street

Name/User ID: Gayle Boothe / A000360

## OWNERSHIP OF ACCOUNT - CONSUMER PURPOSE

- ☐ INDIVIDUAL/SINGLE PARTY  
☐ JOINT/MULTIPLE PARTY (LA/AL ONLY)  
☐ JOINT/MULTIPLE PARTY W/ SURVIVORSHIP (FL/MS/AL/TX ONLY)  
☐ TRUST \_\_\_\_\_  
☐ PAYABLE ON DEATH \_\_\_\_\_

## OWNERSHIP OF ACCOUNT - BUSINESS PURPOSE

- ☐ SOLE PROPRIETORSHIP  
☐ CORPORATION: ☐ FOR PROFIT ☐ NOT FOR PROFIT  
☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY  
☐ NON PROFIT ORGANIZATION  
BUSINESS: \_\_\_\_\_

DATE OPENED \_\_\_\_\_ BY \_\_\_\_\_

INITIAL DEPOSIT \$ \_\_\_\_\_  
☐ CASH ☐ CHECK ☐ \_\_\_\_\_

### FIRST PARTY:

HOME TELEPHONE # \_\_\_\_\_  
BUSINESS PHONE # \_\_\_\_\_  
DRIVER'S LICENSE # \_\_\_\_\_  
EMPLOYER \_\_\_\_\_  
MOTHER'S MAIDEN NAME \_\_\_\_\_  
Name and address of \_\_\_\_\_  
someone who will always \_\_\_\_\_  
know your location: \_\_\_\_\_

### SECOND PARTY:

HOME TELEPHONE # \_\_\_\_\_  
BUSINESS PHONE # \_\_\_\_\_  
DRIVER'S LICENSE # \_\_\_\_\_  
EMPLOYER \_\_\_\_\_  
MOTHER'S MAIDEN NAME \_\_\_\_\_  
Name and address of \_\_\_\_\_  
someone who will always \_\_\_\_\_  
know your location: \_\_\_\_\_

## BACKUP WITHHOLDING CERTIFICATIONS

TIN: \_\_\_\_\_  
☐ TAXPAYER I.D. NUMBER - The Taxpayer Identification Number shown above (TIN) is my correct taxpayer identification number for the primary account holder.

☐ BACKUP WITHHOLDING - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ EXEMPT RECIPIENTS - I am an exempt recipient under the Internal Revenue Service Regulations.

☐ NONRESIDENT ALIENS - I am not a United States person, or if I am an individual, I am neither a citizen nor a resident of the United States.

SIGNATURE: I certify under penalties of perjury the statements checked in this section.

X \_\_\_\_\_ (Date)

## ACCOUNT NUMBER

0048106355

## ACCOUNT OWNER(S) NAME & ADDRESS

Community Economic Development  
Association of Pensacola and  
Escambia County, Inc.  
117 W. Garden Street  
Pensacola, FL 32502

TYPE OF ACCOUNT ☒ CHECKING ☐ SAVINGS  
☐ MONEY MARKET ☐ CERTIFICATE OF DEPOSIT  
☐ NOW ☐ \_\_\_\_\_

This is your (check one):

☐ Permanent ☐ Temporary account agreement.

SIGNATURE(S) - THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON THIS PAGE, AND ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY ON TODAY'S DATE. THE UNDERSIGNED ALSO ACKNOWLEDGE(S) RECEIPT OF A COPY OF AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):

- ☐ Electronic Funds Transfer Disclosure ☐ Funds Availability Disclosure  
☐ Truth in Savings Disclosure ☐ Terms and Conditions  
☐ Privacy Policy

[ \_\_\_\_\_ ]  
X \_\_\_\_\_ DATE \_\_\_\_\_  
SSN \_\_\_\_\_ D.O.B. \_\_\_\_\_  
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ISSUE DATE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

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ISSUE DATE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

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☐ AUTHORIZED SIGNER

[ \_\_\_\_\_ ]  
X Gary Sammons DATE \_\_\_\_\_  
SSN \_\_\_\_\_ D.O.B. \_\_\_\_\_  
ID TYPE/# BA  
ISSUE DATE \_\_\_\_\_ EXP. DATE \_\_\_\_\_

**ACCOUNT APPLICATION**  
Signature Card for Additional Signers

ACCOUNT NUMBER

0048106355

SIGNATURE(S) - THE UNDERSIGNED AGREE(S) TO THE TERMS STATED ON THIS PAGE, AND ACKNOWLEDGE(S) RECEIPT OF A COMPLETED COPY ON TODAY'S DATE. THE UNDERSIGNED ALSO ACKNOWLEDGE(S) RECEIPT OF A COPY OF AND AGREE(S) TO THE TERMS OF THE FOLLOWING DISCLOSURE(S):

- ☐ Electronic Funds Transfer Disclosure    ☐ Funds Availability Disclosure  
☐ Truth in Savings Disclosure            ☐ Terms and Conditions

(1): [ \_\_\_\_\_ ]  
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**INTERNAL USE ONLY**

Short Name:

Sys Type:

Linkage:



Hancock Bank branded Visa® Credit Cards are issued by Whitney Bank, which also owns the Card accounts.

## VISA BUSINESS CARD AGENT AUTHORITY AND REVOCATION FORM

### AUTHORITY RELATIVE TO EXISTING VISA® BUSINESS CREDIT CARD ACCOUNT


**Community Economic Development Association of Pensacola and Escambia County Inc.** (the "Company") has established with Whitney Bank (the "Bank") a VISA Business Card Account (the "Credit Card Account") in the name of and designated as: **Community Economic Development Association of Pensacola and Escambia County Inc.** DBA Name if different **Florida West Economic Development Alliance.**

When the Credit Card Account was opened pursuant to resolution of the Company, the Company authorized the Bank to issue credit cards in connection with the Credit Card Account in the name of and for the use of those individuals designated (each an "Employee Cardholder") by the following individual(s), each acting alone:

NAME(S)	TITLE(S)/POSITION(S)
1. <b>Scott Luth</b>	1. <b>CEO</b>
2. <b>Ricki Phelps</b>	2. <b>Director of Finance</b>
3.	3.
4.	4.
5.	5.

**Resolved**, that Company does hereby revoke the authority of **Ricki Phelps** (hereinafter each a "Former Agent") to act on the Company's behalf in connection with the Credit Card Account, effective upon receipt of this Resolution by the Bank from the Company. Upon Bank's receipt of this Resolution, Bank will no longer be entitled to rely on the authority previously granted to the Former Agent. However, any actions taken by the Former Agent prior to the Bank's receipt of this Resolution remain in full force and effect and Company will continue to be obligated for those actions. Specifically, any Employee Cardholder designated by the Former Agent prior to adoption of this Resolution remains authorized to use his/her credit card to obtain credit extensions under the Credit Card Account until the Company or its Agent notifies the Bank in writing, using such form as Bank requests, that Company has revoked an Employee Cardholder's authority to access the Credit Card Account.

**Further resolved**, that Company hereby designates the following individual(s) (hereinafter each an "Agent"), each acting alone, to designate Employee Cardholders in whose name the Bank will issue credit cards in connection with the Credit Card Account:

AGENT(S)	TITLE(S)/POSITION(S)	SIGNATURE(S)
1. <b>Scott Luth</b>	1. <b>CEO</b>	1.
2. <b>Elizabeth Brown</b>	2. <b>Administrative Assistant</b>	2. 
3.	3.	3.
4.	4.	4.
5.	5.	5.

That all amounts of any kind whatsoever, including without limitation, charges for goods and services, cash advances, interest and finance charges, attorneys' fees, collection costs, and all other fees and charges, owed to the Bank from the use of any credit card issued to any Employee Cardholder in connection with the Credit Card Account, shall be paid to the Bank by the Company. The Company hereby certifies that the revocation of the Former Agent's authority (as applicable) and the authority granted herein to the Agent (as applicable) are made in accordance with the terms and conditions of the Company's articles of organization or operating agreement or contract.

The Company hereby confirms the authority of any existing Employee Cardholder and grants authority to any future Employee Cardholder to borrow money as represented by extensions of credit under the Credit Card Account.

Any Agent is hereby authorized:

- To designate individuals to be issued credit cards, and to request that personal identification numbers (PINs) be issued to any one or more of the Employee Cardholders, such request to be in such form and contain such terms and conditions as



the Bank may request or require and as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;

- b) To revoke a credit card issued to any Employee Cardholder, as well as the Cardholder's PIN, using such form and containing such information as the Bank may request or require;
- c) To sign, execute and endorse such documents as may be necessary or required by the Bank to evidence indebtedness and other obligations, including without limitation, the application, promissory notes, endorsements, and continuing guarantees, to grant Bank security rights in Company's deposit accounts and other property, real or personal, as collateral security for the Credit Card Account, in Agent's sole discretion;
- d) To execute and deliver any application forms, contracts, documents, security agreements, or other instruments in writing required or requested by the Bank in connection with the Credit Card Account, such forms, contracts, documents, security agreements, or other instruments to be in such form and to contain such terms and conditions as the Agent in the Agent's sole and absolute discretion may deem necessary or advisable;
- e) To take any action required by the Bank in connection with the Credit Card Account;
- f) To promptly notify the Bank of any change in the information previously provided to the Bank, including any change in the Company's financial condition.

**The Company represents that the Credit Card Account is being used solely for the business of the Company or for a purpose incidental to its business and authorizes the Bank to report information about the Credit Card Account to others.**

The Bank shall be entitled to rely on the authority granted herein to the Agent unless and until written instructions to the contrary are received by the Bank from a duly authorized representative of the Company.

**(COMPLETE THE APPROPRIATE RESOLUTION FOR THE ENTITY)**

**CERTIFICATE (CORPORATION OR NON-PROFIT CORPORATION)**

The undersigned hereby certifies that he/she is the Secretary of Community Economic Development Association of Pensacola and Escambia County Inc., (the "Company" referred to on the application), a corporation or non-profit corporation duly organized and existing under the laws of the State of Florida, and that the foregoing is a true copy of the Resolutions duly and unanimously adopted by the Board of Directors or Trustees of the Company, or voting members of the Company, as applicable, at a meeting duly held, at which a quorum was present and acting throughout, or by appropriate written consent, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing resolutions or agreement.

In witness whereof, I have hereunto set my hand as Secretary of the Company, and have affixed hereto the official seal of the Company on this:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Secretary or Assistant Secretary

(Seal) Attest \_\_\_\_\_

(President's or second attesting officer's signature required if Secretary or Assistant Secretary signing above is designated as an Agent)

**CERTIFICATE (SOLE PROPRIETORSHIP)**

I am the sole owner of the unincorporated business conducted under the trade name of \_\_\_\_\_ (the "Company") and desire to modify certain business relationships with Whitney Bank (the "Bank"), in accordance with the foregoing resolutions or agreement. I further confirm my prior authorization for Bank to obtain such information as Bank may require, including obtaining a consumer credit bureau report on the undersigned, in conjunction with this Company's Business Card Account and acknowledge that this authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATE (PARTNERSHIP/JOINT VENTURE/LIMITED LIABILITY COMPANY)**

The undersigned certifies on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that they are (i) the sole partners and owners or members of the business or joint venture conducted under the name of \_\_\_\_\_, (the "Company"), or (ii) the managing partners, managers or certifying officials required by the Company's articles of organization or partnership agreement to transact the business of the Company or to certify as to the authority of others to act on the Company's behalf, and that the Company is organized under the laws of the State of \_\_\_\_\_, and that the Company, through the undersigned, desires to modify certain existing business relationships with Whitney Bank (the "Bank"), in accordance with the forgoing resolutions or agreement. I (we) further confirm my(our) prior authorization for Bank to obtain such information as Bank may require, including obtaining a consumer credit bureau report on the undersigned, in conjunction with this Company's VISA Business Card Account and acknowledges that this authorization also extends to any additional or future business or consumer credit reviews deemed necessary by Bank.

\_\_\_\_\_  
Partner/Member/ManagerBy: \_\_\_\_\_  
Its: \_\_\_\_\_\_\_\_\_\_  
Partner/Member/ManagerBy: \_\_\_\_\_  
Its: \_\_\_\_\_**CERTIFICATE (TRUST, UNINCORPORATED ASSOCIATION, CLUB OR ORGANIZATION)**

The undersigned certifies on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that he or she is/they are the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ (the "Company") a (n) \_\_\_\_\_ (type of organization); and that this Company desires to modify certain business relationships with Whitney Bank (the "Bank"), in accordance with the foregoing resolutions or agreement.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title**CERTIFICATE (PARISH/COUNTY, MUNICIPALITY, PUBLIC BOARD, POLITICAL OR PUBLIC CORPORATION, SUBDIVISION, OR TAXING DISTRICT)**

The undersigned hereby certifies on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ that he/she is the \_\_\_\_\_, an officer or duly authorized official of the \_\_\_\_\_ (the "Company") a(n) \_\_\_\_\_ created under or by the constitution and laws of the State of \_\_\_\_\_, and that the foregoing is a true copy of the Resolutions duly and unanimously adopted in accordance with the rules and regulations governing the Company, as authorized pursuant to \_\_\_\_\_, and that such Resolutions are in full force and effect, and that there is no limitation of any kind upon the power of that body to enter into the foregoing agreement or resolutions.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Title**ENTITY CERTIFICATION**

To the extent that any partners or members of the Company providing this resolution are legal entities such as corporations, partnerships, limited liability companies or any other form of legal entity organized and existing under the laws of any State of the United States, the person executing this resolution on behalf of such entity in its capacity as a partner or member of the Company does hereby certify to Whitney Bank that such person is duly authorized to execute this resolution on behalf of such entity acting in its capacity as a partner or member of the Company.



**MISCELLANEOUS APPROPRIATIONS AGREEMENT**  
**BETWEEN**  
**THE CITY OF PENSACOLA AND**  
**COMMUNITY ECONOMIC DEVELOPMENT ASSOCIATION dba**  
**FLORIDAWEST ECONOMIC DEVELOPMENT ALLIANCE**

THIS AGREEMENT is made and entered into this 1st day of October, 2016, by and between the **City of Pensacola**, a municipal corporation of the State of Florida, with administrative offices at 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as the "City") and **Community Economic Development Association of Pensacola and Escambia County, Inc. dba FloridaWest Economic Development Alliance** (hereinafter referred to as the "Recipient" or "FloridaWest"), a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 117 West Garden Street, Pensacola, Florida 32502, and a Federal Tax Identification Number of 47-1954665. City and Recipient collectively hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, the City Council of the City of Pensacola is authorized under Section 166.021, Florida Statutes, to perform those acts, including the expenditure of public funds which serve a municipal purpose, and the City Council of the City of Pensacola finds that in order to advance the health, safety, and general welfare of the residents of Pensacola that said expenditure of City monies serves a municipal purpose as defined in Section 166.021, Florida Statutes; and

WHEREAS, the Recipient serves the residents of Pensacola by **providing economic development through business expansion, retention and recruitment** which benefits the citizens of this community; and

WHEREAS, the City has appropriated from the General Fund's Fiscal Year 2017 (October 1 through September 30) budget, the sum of \$150,000 to fund the Recipient's work program generally described as:

**To build, grow and sustain the economic development potential and  
prosperity of Northwest Florida**

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein, and to allow the City to appoint a City representative as the City's FloridaWest Governmental Entity Director ; and

WHEREAS, in order to further effectuate the economic development purposes of the City, the Recipient has agreed to perform certain terms and conditions relating to any appropriation, including the appropriation above and any other appropriation pursuant to this Agreement, of City public monies to the Recipient, such terms and conditions including but not limited to: (1) an initial annual payment of \$40,000 from Pensacola Energy which shall allow Pensacola Energy to appoint a representative to become a voting member on the Board of Directors on par with other utilities or dues paying companies contingent upon approval of the FloridaWest board; (2) that any appropriation shall be allocated solely to FloridaWest as a separate and distinct entity from the Pensacola-Escambia County Promotion and Development Commission ("PEDC") with FloridaWest bearing separate and distinct responsibility for performance, and bearing separate and distinct responsibility for evaluation by the City of such



performance by FloridaWest of the economic development purposes contemplated in this Agreement; (3) that FloridaWest shall make to the City written and verbal financial audits and updated reportings, as required by Section 166.021, Florida Statutes and this Agreement, and upon request of the City, and further, to respond to inquiries of the City's Chief Financial Officer; (4) that FloridaWest provide to the City a copy of any agreements between FloridaWest and the PEDC upon execution and without request by the City; and (5) that FloridaWest shall incorporate promotional information regarding City enterprises, assets and economic development incentives and benefits into all FloridaWest media as further described in this Agreement; and

WHEREAS, as a condition of the acceptance of such funds, the undersigned representative of the Recipient is authorized to sign this Agreement binding the Recipient to all terms and conditions, representations and warranties herein; and

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the City now or hereafter made, the services provided to the community by the Recipient, and the mutual covenants herein, the parties do hereby agree as follows:

**SECTION 1.** The Parties agree the recitals above are true and correct and are hereby incorporated by this reference as material terms of this Agreement.

**SECTION 2.** This Agreement shall be considered to have become effective on the 1<sup>st</sup> day of October 2016, and will terminate on the 30th day of September 2017, unless cancelled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such termination to the other party.

**SECTION 3.** The City agrees to pay the Recipient the sum of \$150,000 to fund the Recipient's work program generally described as carrying out economic development through business expansion, retention and recruitment for Escambia County and the City of Pensacola, more particularly set out in Exhibit "A" and to allow the City to appoint a City representative as the City's FloridaWest Governmental Entity Director. The City further agrees to pay the Recipient the sum of \$40,000 as an initial annual payment of \$40,000 from Pensacola Energy. In consideration of the \$40,000 payment the Parties agree Pensacola Energy shall appoint a representative to become a voting member on the Board of Directors and such voting member shall be considered on par with other utilities or dues paying companies contingent upon approval of the FloridaWest board. In consideration of all funding under this Section 3 allocated by the City to the Recipient, Recipient shall successfully complete the work program outlined in Exhibit "A" in accordance with the payment procedures set forth in Exhibit "B" to this Agreement, and Recipient shall:

- A. Expend the funds allocated to it under this Agreement only for the purposes set out in its work program as provided in Exhibit "A" ; and
- B. Return to the City within fifteen (15) days of demand all City funds paid to it upon the City's finding that the terms of the Agreement or the provisions of any ordinances or Florida Statutes appropriating of such funds have been violated; and
- C. Return to the City all funds expended for disallowed expenditures for the following purposes as determined by the City:

1. To pay for Recipient's "Bad Debts." Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or
  2. To pay for Recipient's "Contingencies." Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or
  3. To make "Contributions or Donations." Contributions and donations by the Recipient are not allowable unless expressly approved in this Agreement; or
  4. To pay for Recipient's "Entertainment." Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable unless expressly approved in this Agreement; or
  5. To pay Recipient's "Fines and Penalties." Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations governing this Agreement, are not allowable; or
  6. To pay Recipient's "Legislative Lobbying or Other Political Expenses." The costs of lobbying and all other politically related expenses or contributions of the Recipient are not allowable; or
  7. To pay Recipient's "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, are not allowable; and
- D. Maintain a separate bank demand account and/or time deposit account and deposit all City funds received and no other funds into this account and to make all disbursements of City funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of City funds.
- E. Ensure any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 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 City, if requested, or disposed of as authorized in writing by the City.
- F. Create, maintain and retain records and accounts of its financial affairs in accordance with the terms and conditions of this Agreement. Such records and accounts shall be available for examination and audit by the City upon thirty (30) days written notice. The Recipient shall cooperate with the City auditors and produce all documents required by such auditors. The Recipient shall on an annual basis cause an annual financial audit to be performed by an independent certified public accountant licensed and in good standing in the State of Florida for its fiscal year ending within the current fiscal year of the City. The audit report and management letter will be due within one hundred twenty (120) days of the close of the Recipient's fiscal year.
- G. Provide the City with a semi-annual written and verbal narrative progress report on the work program described in Exhibit "A." Such reports will include basic statistical information relevant to the program as



outlined in Exhibit "D", and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A." Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the City of the required report which is due semi-annually.

**SECTION 4.** FloridaWest expressly agrees that any City appropriation shall be allocated solely to FloridaWest as a separate and distinct entity from the Pensacola-Escambia County Promotion and Development Commission ("PEDC"). FloridaWest shall be solely responsible for performance of all terms and conditions of this Agreement and shall be solely responsible for evaluation by the City of such performance by FloridaWest of the economic development purposes contemplated in this Agreement.

**SECTION 5.** FloridaWest shall provide to the City a copy of any agreements between FloridaWest and the PEDC upon execution and without request by the City.

**SECTION 6.** FloridaWest shall incorporate promotional information regarding City enterprises such as Pensacola Energy, Pensacola International Airport, and the Port of Pensacola, and City assets and economic development incentives and benefits into all FloridaWest media including but not limited to: television; radio; digital or print newspapers and magazines; social media including but not limited to Facebook, Instagram, Twitter, YouTube, blogs; email communications and press releases; e-newsletters; media advisory statements; public service announcements; event appearances; and all print media including but not limited to photographs, magazine articles, and billboards, all such media regardless of the actual host, including the Pensacola Bay Area Chamber of Commerce ("Greater Pensacola Chamber") and PEDC, of FloridaWest's media.

**SECTION 7.** FloridaWest shall make to the City written and verbal financial audits and updated reportings, as required by Section 166.021, Florida Statutes and this Agreement, and upon request of the City, and further, to respond to inquiries of the City's Chief Financial Officer.

**SECTION 8.** The Recipient previously shall have submitted to the City with Recipient's application a report of the Recipient's accomplishments of the economic development purposes contemplated by this Agreement during the Recipient's most recently completed fiscal year. The Recipient highlighted any accomplishments that were funded in whole or in part by funds provided by the City. A copy of that report is attached hereto as Exhibit "C" for form.

**SECTION 9.** The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of any funds, must be approved in writing by the Mayor 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 10.** The Recipient agrees that any funds provided by the City for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the City 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 City 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 (10%) percent of the current appropriation to the Recipient. The City's appropriation for the new fiscal year may, however, be reduced by the amount of such encumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.



**SECTION 11.** The Recipient may not enter into subcontracts or sub grants for the performance of any work under Section 3 of this Agreement without the City's written approval. The Recipient must furnish the City a copy of all subcontracts or sub grants prior to receiving written approval, which shall be made in the sole discretion of the City.

**SECTION 12.** The law of the State of Florida shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Agreement. Venue for any claim, action or proceeding arising out of this Agreement shall be in Escambia County, Florida. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to attorney's fees and costs from the losing party.

**SECTION 13.** The Parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The Parties expressly agree specifically that the contracting Parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Agreement on the day and year first above written.

**CITY OF PENSACOLA**, a municipal  
corporation of the State of Florida

\_\_\_\_\_  
Ashton J. Hayward, III  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**Community Economic Development Association  
of Pensacola and Escambia County, Inc. dba  
FloridaWest Economic Development Alliance**, a  
non-profit corporation

\_\_\_\_\_  
Jim Waite, President

ATTEST:

\_\_\_\_\_  
Corporate Secretary

## EXHIBIT "A"

### 2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: FloridaWest Economic Development Alliance

#### APPROVED BUDGET

SALARIES AND BENEFITS .....	\$ 190,000.00
SUPPLIES .....	\$
TRAVEL (airfare, hotels, and mileage).....	\$
UTILITIES .....	\$
EQUIPMENT .....	\$

#### OTHER RECURRING COSTS:

_____	\$
_____	\$
_____	\$
_____	\$

TOTAL OTHER RECURRING COSTS: ..... \$ \_\_\_\_\_

#### OTHER NON-REOCCURRING COSTS:

_____	\$
_____	\$

TOTAL OTHER NON-REOCCURRING COSTS: ..... \$ \_\_\_\_\_

GRAND TOTAL: ..... \$ 190,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS ARE AS FOLLOWS:

To build, grow and sustain the economic development potential and prosperity of  
Northwest Florida.

## **EXHIBIT "B"**

As a Recipient of funds resulting from a Miscellaneous Appropriations Agreement from the City of Pensacola, 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 City for the payment process to begin.

To begin the payment process, the City will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Miscellaneous Appropriations Agreement signed by your firm and the Mayor. It is the responsibility of the Recipient agency 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 including canceled check showing proof of payment by your entity for the expense incurred per approved budget expenditures.

Invoices and receiving documents received in the Financial Services Department, Accounts Payable by 5:00 p.m. on the third day of each month will be paid by the tenth of each month (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.



**EXHIBIT “C”**

**PRIOR YEAR ACCOMPLISHMENTS**

**EXHIBIT “D”**

SEMI-ANNUAL REPORT

Miscellaneous Appropriations Agreement Exhibit "D"  
Metrics Report to City of Pensacola

Q1/Q2 2016-2017	RFP Responses	Port Inquiries	Airport Inquiries	Existing Industry Visits	Targeted Marketing	New Locations/ Expansions Announcements	Job creation	Capital Investment	Business Park Site dev./ enhance readiness	Deals in pipeline	Prospect/ site selector visits	Special Projects	
October 2016													
November 2016													
December 2016													
January 2017													
February 2017													
March 2017													
Q1 – 2016-17 Totals													
April 2017													
May 2017													
June 2017													
July 2017													
August 2017													
September 2017													
Q2 – 2016-2017 Totals													
2016-2017 Totals													
RFP Responses	Narrative:												
Port Inquiries													
Airport Inquiries													



Miscellaneous Appropriations Agreement Exhibit "D"  
Metrics Report to City of Pensacola

Existing Industry Visits	Narrative:
Targeted Marketing	
New Locations/ Expansions Announcements	
Job Creation	
Capital Investment	
Business Park : Site dev./ enhance readiness	
Deals in Pipeline	
Prospect/ site selector visits	
Special Projects	

**Metrics Detail: A description of the metrics gathers are detailed below, narrative is included as necessary.**

1. **Request For Proposal (RFP) Responses:** The number of RFPs we receive and respond to per month.
    - a. **note\*** This number could vary widely on a monthly basis and will be dependent on the state and regional economic development leads as well as the activities of our EDO team relating to trade shows, business conferences and site consultant interaction. This number will reflect RFPs submitted with recommendations for sites/buildings.
  2. **Port Inquiries:** The number of inquiries / requests for information that we receive about the port, its capabilities, or incentives.
  3. **Airport Inquiries:** The number of inquiries/requests for information we receive about the Airport or Aviation Business Park.
  4. **Existing Industry Visits:** Represents the number of visits to companies (for clarity, if we visit a company three times, it will count as three separate visits.)
  5. **Targeted Marketing:** Events, conferences, and trade shows hosted or attended to recruit businesses within our target industries to grow and expand in the Pensacola MSA.
  6. **New Locations /Expansion Announcements:** The number of announcements that occur by month for the current FY. This will include a combination of new relocating business projects and existing business expansion projects.
  7. **Job Creation:** This is the number of new jobs that are pledged per announcement / expansion / incentives and is most often occurring over a multiple year cycle, for example: VTMAE announced that it will create 400 new jobs in two years.
  8. **Capital Investment Dollars:** Anticipated funds to be invested by a firm or enterprise for the purposes of furthering its business objectives. This may refer to acquisition of capital assets or fixed assets such as manufacturing plants and the machinery that is expected to be productive over many years. This figure will represent project estimates based on the company projection and may be subject to change as the project matures.
  9. **Business Park and Site Development / Enhance Readiness:** Will be a narrative update on site activity.
  10. **Projects In Pipeline:** The number of active industry projects that are designated as "suspect," "prospects," and "projects" within each given month. **Note\*** This is beyond the "inquiry" stage and prior to any formal announcements.
  11. **Prospect / Site Selector Visits:** The number of prospects and site selector visits that take place to date in that FY. They will be counted by organization, not number of people.
  12. **Special Reports: Will be compiled Quarterly:**
    - a. Market Reports: "Industrial Spaces" and "Office Spaces" Report
    - b. EMSI Demographic Quarterly Demographic Data
    - c. Other reports as relevant to the City and Florida West's mission and values
- Reports are submitted semi-annually and form should reflect Q1 and Q2



## **Attachment "A"**

**PUBLIC RECORDS:** Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

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

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

**IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.**