



COMMITTEE MEMORANDUM

March 5, 2012

REVISED

FROM: Ashton J. Hayward, III, Mayor *WHR for AJH*

SUBJECT: Contract for Management, Operations and Maintenance between City of Pensacola and Community Maritime Park Associates, Inc. (CMPA)

RECOMMENDATION:

That City Council approve a contract between the City of Pensacola and CMPA providing for management, operations and maintenance of the Vince Whibbs, Sr. Community Maritime Park. Further, that City Council approve a supplemental budget resolution to provide funding for said contract.

SUMMARY:

The Vince Whibbs, Sr. Community Maritime Park Project is a mixed-use development on the downtown waterfront. The project will feature expansive public waterfront parks and plazas for festivals and other community activities; a community multi-use stadium suitable for graduation ceremonies, concerts, outdoor movies, baseball and other athletic events; an Amphitheatre suitable for concerts, plays, outdoor movies and other community activities; commercial; office; retail; residential; restaurant; entertainment; promenades; parking and all necessary ancillary uses, including infrastructure and site improvements. The project is being developed by Community Maritime Park Associates, Inc. (CMPA), a 501c3, Florida Not-For-Profit Corporation. The construction of the infrastructure, stadium and grounds will be completed on April 1, 2012. The Amphitheatre will be completed by June 1, 2012.

The CMPA issued Request for Proposals (RFP) #2011-2 seeking companies to provide entertainment and management for the Maritime Park, including management, day-to-day operations, maintenance, marketing/promotion, budgeting, scheduling and talent procurement. The City submitted two (2) responses, one from the Neighborhood Services Department for the management and operations aspects, and one from the Public Works Department, for the maintenance aspects. The City's proposals were selected by the CMPA Board of Trustees as the "best and most responsive" on January 4, 2012.

Since that time, staff has negotiated with the CMPA the attached Agreement for Services. The CMPA Board of Trustees voted to approve the Agreement on February 15, 2012. It is being presented to City Council for ratification.

PRIOR ACTION:

None.

FUNDING:

Budget: \$790,000
Actual: N/A

Committee of the Whole
Contract for Management, Operations and Maintenance between City of Pensacola and
Community Maritime Park Associates, Inc. (CMPA)
March 5, 2012
Page 2

FINANCIAL IMPACT:

The CMPA will pay the City for services rendered, up to a maximum of \$504,999.40. The remaining balance of \$285,000.06 will be generated thru event revenue.

STAFF CONTACT:

William H. Reynolds, City Administrator; John Asmar, Chief of Staff; Edward E. Spears, Special Projects Coordinator

ATTACHMENTS:

- 1) Agreement for Services
- 2) Supplemental Budget Resolution
- 3) Explanation

PRESENTATION:

No.

AGREEMENT FOR SERVICES

This Agreement (the "Agreement") made as of this ____ day of _____, 2012, by and between The Community Maritime Park Associates, Inc. (the "CMPA"), its successors and assigns, whose address is 222 West Main Street, Pensacola, Florida 32502, a Florida Not-For-Profit Corporation and The City of Pensacola, Florida, a Florida Municipal Government (the "CITY"), whose address is 222 West Main Street, Pensacola, Florida 32502.

WHEREAS, The Vince Whibbs, Sr. Community Maritime Park Project ("Project") is envisioned as a world-class, signature mixed-use development that will re-establish a dynamic public waterfront on the western half of Downtown Pensacola. The Project will feature an expansive public waterfront parks and plazas ("Park"), suitable for festivals and other community activities; a community multi-use stadium ("Stadium") suitable for graduation ceremonies, concerts, outdoor movies, baseball and other athletic events; an Amphitheatre suitable for concerts, plays, outdoor movies and other community activities; commercial; office; retail; residential; restaurant; entertainment; promenades; parking and all necessary ancillary uses, including infrastructure and site improvements, and,

WHEREAS, the CMPA issued RFP #2011-2 seeking to solicit proposals for to provide quality entertainment and management for the Project, including management, day-to-day operations, maintenance, marketing/promotion, budgeting, scheduling and talent procurement for the Project, the Multi-Use Stadium, Amphitheatre, Park, Parking and other public spaces, and,

WHEREAS, the CITY's proposal was selected by the CMPA Board of Trustees as the "best and most responsive" on January 4, 2012, and,

WHEREAS, the CMPA desires to engage the CITY to provide Management and Maintenance Services, including event scheduling, planning and coordination for the Multi-Use Stadium, Amphitheatre and Park, and Management Services for outside kiosk sales, rental, food service and other vendor services as needed, and overall Amphitheatre and Park maintenance including landscaping, cleaning and removal of trash and debris in the public areas of the park, including maintenance of parking and undeveloped private development parcels, and Parking Management for the Project, in order to create a lively, active, safe, attractive and clean public space for the enjoyment of the Pensacola Community, and,

WHEREAS, the City is willing to provide such services on behalf of the CMPA on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1. ENGAGEMENT OF THE CITY

The CMPA hereby engages the CITY to perform the services hereinafter set forth, and the CITY hereby accepts such engagement.

ARTICLE 2. SERVICES

The CITY's responsibility under this Agreement is to provide services for CMPA in regard to the Vince Whibbs, Sr. Community Maritime Park Project. Services will be provided by the CITY as presented in the CITY's response to the CMPA Request for Proposals #2011-02, as submitted. The primary services to be provided can generally be defined as Management and Maintenance Services for the Project.

ARTICLE 3 - SCOPE OF WORK

The CITY is retained to provide entertainment and, managing, operating, and maintenance services for the Community Maritime Park Project. These services are to be completed by the CITY and any subcontractors. The CITY's two (2) responses to the CMPA Request for Proposals #2011-02, dated December 2, 2011, are incorporated herein by reference as if fully set forth herein.

Further pursuant to the provision of services as set forth in the responses of the City the City will create and present to the CMPA for approval, policies and procedures for:

- A. Rental fee structure for use of the Stadium, Amphitheatre and Parks.
- B. Parking plan, as required in by the TEAM Use Agreement, including parking fee structure.
- C. Vendor plan for outside kiosk sales, rental, food service and other services as needed, including fee structure.

ARTICLE 4 – ADDITIONAL SERVICES

The nature of these services may require the CITY, from time to time, to request additional elements that are critical to the success of the overall Project. For each additional element proposed by the CITY and approved by the CMPA, the CITY shall submit proposals detailing a scope of work requested with a fee proposal for each, with estimated man-hours required and a schedule for completion. Proposals shall also include estimates of any reimbursable expenses required and a maximum total cost. No additional services are to be carried out until such time as approved by the CMPA Board of Trustees.

ARTICLE 5 – TERM OF CONTRACT

The CITY shall provide the Management and Maintenance Services for a period of thirty-six (36) months. The CMPA and the City may choose to extend this contract for additional terms as approved by the CMPA Board of Trustees and the City Council.

ARTICLE 6 - PAYMENTS TO CITY

The CMPA shall pay the CITY for services performed within 30 days of City invoice date. The CITY will invoice the CMPA on a reimbursable basis as work progresses. Invoices will, at a minimum, be numbered sequentially and specify the time period for charges, the work done, the amount requested for that invoice and a total amount paid to date for services. Payment shall be made as follows:

1. The CMPA shall pay the CITY an amount not to exceed \$248,945.40 for services as set forth in the

City of Pensacola Public Works Department's response to Request for Proposals #2011-02, dated December 2, 2011.

2. The CMPA shall pay the CITY \$541,054.00 for services as set forth in the City of Pensacola Neighborhood Services Department's response to Request for Proposals #2011-02, dated December 2, 2011. This amount shall be reduced by revenues and, as described in the proposal, in no event shall the CMPA be required to pay to the City an amount not to exceed \$256,054.00 in any given fiscal year.

3. Any and all profits realized through the provision of Services as set forth in the City of Pensacola Neighborhood Services Department response to Request for Proposals #2011-02, dated December 2, 2011 shall be utilized as follows, in order, until exhausted:

- a. Utilized to reduce the \$256,054.00 payment set forth in paragraph 2 above.
- b. Reinvested in the Capital Improvement or Maintenance and Repair fund of the CMPA for future needs.

ARTICLE 7 - GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement will be in Escambia County, Florida.

The City will follow all SBE/MBE Policies and Procedures, as adopted by the City Council, in the execution of this agreement.

ARTICLE 8 – CITY AS AUTHORIZED AGENT

Upon execution of this Agreement, the CITY is hereby authorized to act as Agent for the CMPA. The CITY may execute agreements for activities and events, materials and supplies associated with the scope of work of this Agreement on behalf of the CMPA. The City shall report to the CMPA on all agreements executed on behalf of the CMPA a minimum of monthly, or as mutually agreed upon.

ARTICLE 9 - INSURANCE

The CITY shall secure all necessary insurance policies for the CMPA, including, but not limited to property, general liability, E&O, professional liability, workers' compensation and automobile. CITY shall bill CMPA annually for pro-rata share of costs of such insurance policies. Notwithstanding anything contrary in this Agreement, Section H – Insurance and Indemnification of the Neighborhood Services Response to the CMPA Request for Proposals #2011-02, dated December 2, 2011, is not incorporated by reference in this Agreement.

ARTICLE 10 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CMPA which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CMPA and the CITY.

ARTICLE 11 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CMPA and the CITY shall comply with the provisions of the Florida Public Records Law.

ARTICLE 12 – AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 13 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, all costs (including without limitation taxable costs as defined by Florida Law), and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals, as well as all fees and costs reasonably incurred in establishing entitlement to or amount of such fees and costs), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 14 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CMPA shall be mailed to:

Community Maritime Park Associates
C/o City of Pensacola
P. O. Box 12910
Pensacola, Florida 32521
Attention: Edward Spears

With copy sent to:

Edward P. Fleming
McDonald, Fleming & Moorhead
25 West Government Street
Pensacola, Florida 32501

In addition, if sent to the CITY, it shall be mailed to:

Mayor Ashton Hayward. III
City of Pensacola
P. O. Box 12910
Pensacola, Florida 32521

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.

SIGNATURES:

COMMUNITY MARITIME PARK ASSOCIATES, INC.,
A Florida Not-For-Profit Corporation,

By: _____
J. Collier Merrill, Chairman

WITNESSES:

Name

Print

Name

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by J. Collier Merrill, Chairman of the COMMUNITY MARITIME PARK ASSOCIATES, INC., a Florida Not-For-Profit Corporation, who is personally known to me and who () did () did not take and oath.

NOTARY PUBLIC

Signature: _____
Print: _____

The City of Pensacola,
A Florida Municipality

By: _____
Ashton Hayward, III, Mayor

WITNESSES:

Name

Print

Name

Print

STATE OF FLORIDA
COUNTY OF ESCAMBIA

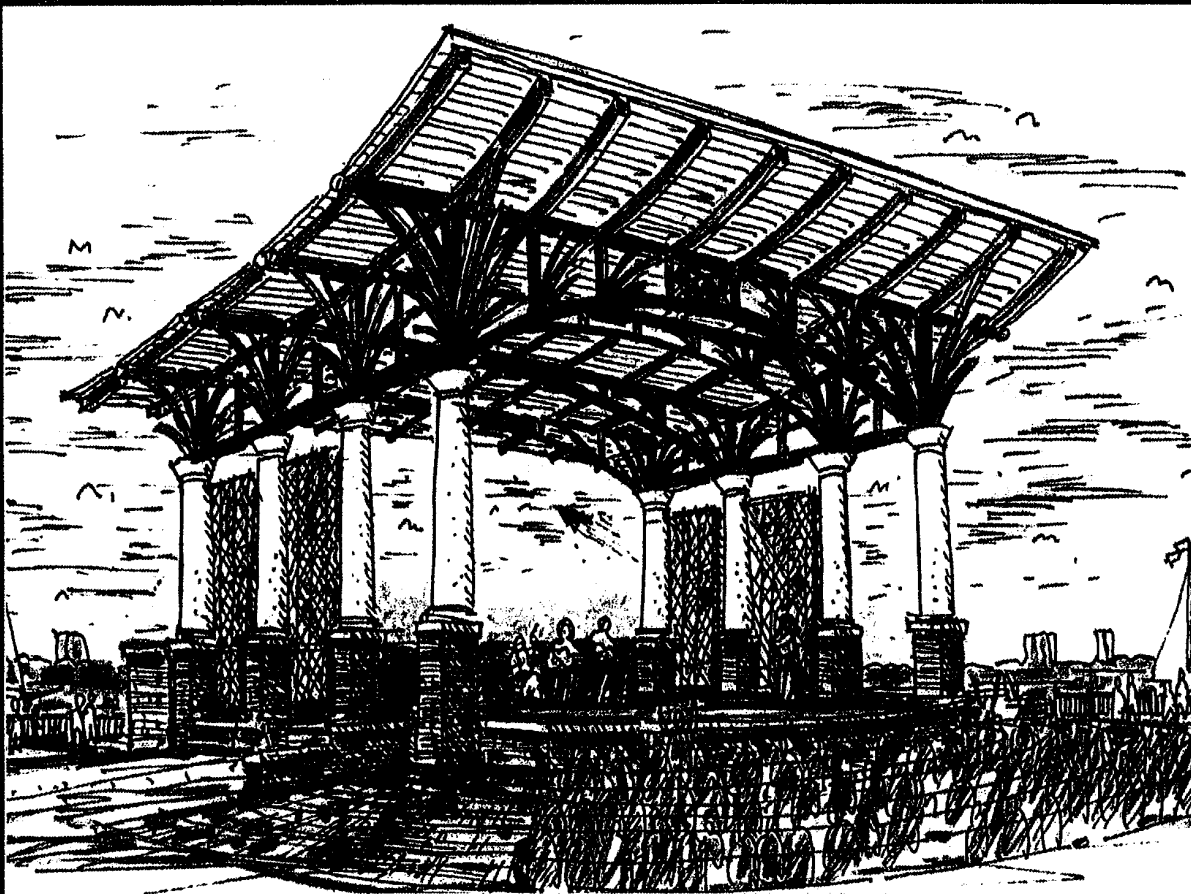
The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by
Ashton Hayward, III, Mayor of the City of Pensacola, a Florida Municipality, who is personally known
to me and who () did () did not take and oath.

NOTARY PUBLIC

Signature: _____
Print: _____

ATTACHMENT A

**Responses from the City of Pensacola to RFP #2011-2,
dated December 2, 2011.**



City of Pensacola Neighborhood Services
Property and Facilities Manager for the
Community Maritime Park Project

REQUEST FOR PROPOSAL No. 2011-02

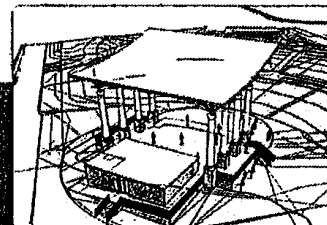
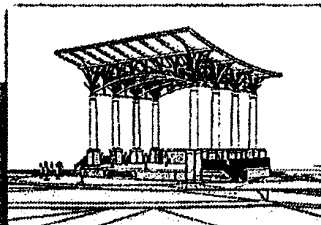
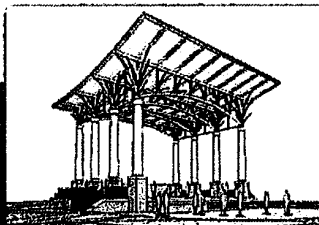
- A. Event scheduling, planning and coordination for stadium, amphitheater, parks and plazas
- B. Outside kiosk sales, rental, food service and other services as needed
- D. Parking management





Table of Contents

- A. About Us
- B. Organizational Structure
- C. Our Team
- D. Proven Experience
- E. Our Approach
- F. Financials
- G. Cost Proposal & Revenue Projection
- H. Insurance and Indemnity
- I. Shared Vision and Goals
- J. Minority and Small Business Partnerships
- K. Summary
- L. References





"On behalf of the entire Great Gulfcoast Arts Festival (GGAF) committee, I want to extend a sincere thank you to you and your department for the outstanding support provided to the GGAF.... A special thank you to Kim Kaminski for working with me during the permitting process (she made it so easy) and coordinating all the support you, your department and anyone else in the city supplied to make GGAF 2009 the wonderful event that it was."

Sincerely,
Greg Chapman
GGAF Committee Member



About Us

The mission of the City of Pensacola Neighborhood Services Department is to improve and promote the quality of life for all citizens and visitors of Pensacola by protecting the heritage of our parks while providing a wide range of recreational, social, and educational opportunities.

The Department employs 33 full-time staff members and 100+ part-time staff/instructors. Our offices are located on the 4th floor of City Hall, 180 Governmental Center Pensacola, FL 32502.

Our team of professionals have vast experience in facility management and events—from small gatherings to tournaments and large special events.

In addition to the expertise of our own staff the Neighborhood Services Department has built valuable, long-standing relationships with the City of Pensacola Finance Department, Public Works Department, Human Resources Department, Police Department, Risk Management Division, Fire Department and multiple contract agencies that support the City with catering, concessions, marketing and advertising, training and staffing needs.

Experience matters. Neighborhood Services Dept. currently manages:

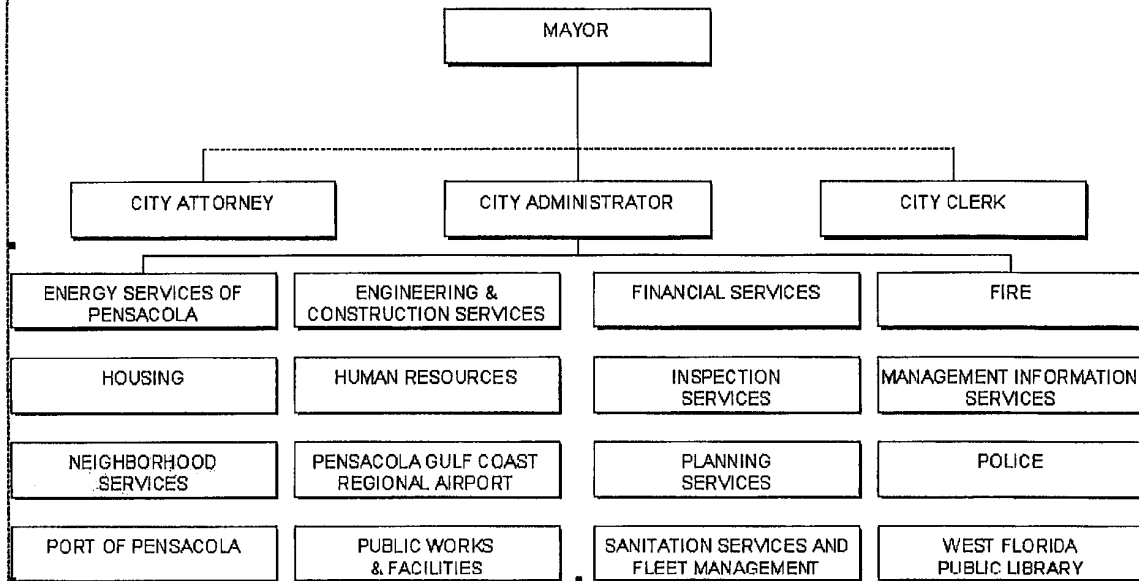
- Five fully-operational Neighborhood Resource Centers
- Three activity centers
- Two seasonal family aquatic centers
- A 28-court Tennis Center
- 58 playground structures
- Osceola Golf Course and Clubhouse with driving range and Pro Shop
- 21 sports fields and 20 practice fields
- 18 lighted sports fields
- 25 outdoor basketball courts
- More than 200 recreational programs, activities and special events annually
- Four major sports complexes
- Logistical coordination of 350 community events

In 2011, City of Pensacola Neighborhood Services Dept. received the *State Agency Excellence Award* from The Florida Recreation and Park's Association.

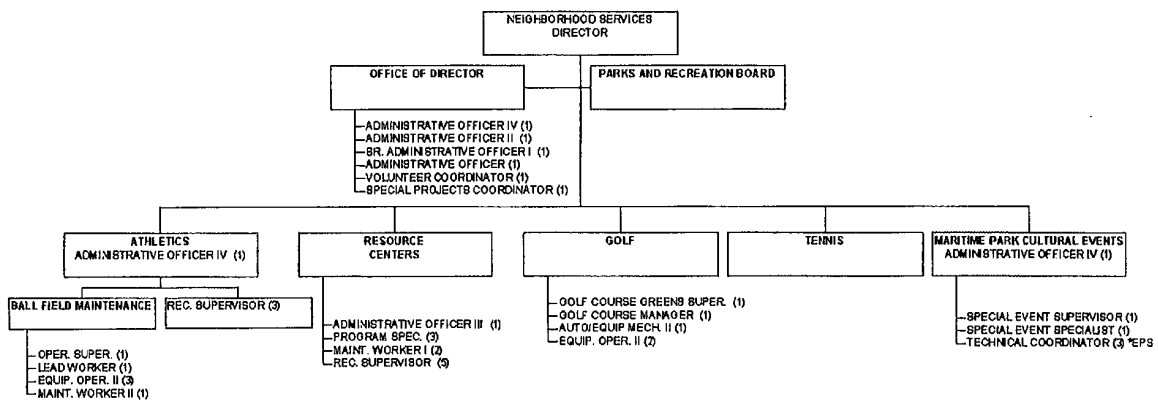


Organization

CITY OF PENSACOLA FUNCTIONAL ORGANIZATIONAL CHART



NEIGHBORHOOD SERVICES





Our Team

David Flaherty
Director, Neighborhood Services
City of Pensacola

David Flaherty is Neighborhood Services Director for the City of Pensacola. He holds a degree in Recreation Management from Central Washington University in Ellensburg, Wa. and has more than 21 years of management experience as a City Division Manager, Assistant Department Director and Department Director.

Flaherty has extensive experience managing, directing and overseeing parks and recreation departments for large communities. He previously served as the Director of Parks, Recreation and Cultural Arts for the City of Gainesville, Fla. and Hollywood, Fla. During his career Flaherty has provided direction and management oversight for a department with 92 parks, eight community centers, 28 tennis courts, two seasonal aquatic facilities, an 18-hole golf course and more than 300 recreation programs and events.

Flaherty currently is responsible for more than 130 staff, an annual operating budget of \$9 million and projected annual revenues of \$1.5 million. The City's capital budget for Parks is \$10 million and the City's population is 53,000, with the surrounding County population an additional 250,000.

If selected, Flaherty will serve as the Project Manager for the entire project.

Kim Mobley-Carmody
City of Pensacola

Kim Mobley-Carmody has more than 19 years of experience in event planning, organizing and promoting. She holds a Bachelor's degree in recreation management from Florida State University and a Master's degree from the University of West Florida. Mobley-Carmody is adept and comfortable in managing a large staff and volunteer base and consistently meets and exceeds program, event and agency goals. She is experienced in creating, implementing and maintaining large special events – including holiday events, concerts, air-shows, athletic events and tournaments, picnics and health-related events.

Mobley-Carmody was directly responsible for the coordination, programming, marketing and consultation for the NAS North Island MWR Marketing Department, and events including carrier homecomings, Vintage Car Race, AT&T Fourth of July Celebration, Bay Bridge Run, SuperFrog Triathlon and various family events.

During her career Mobley-Carmody has fostered partnerships with national and local businesses and organizations to secure sponsorships and in-kind donations for programs and events. She was responsible for managing donations and sponsorships of more than \$500,000 for NAS North Island, San Diego, Ca.



Our Team

Kimberly Kaminski **Special Events Coordinator** **City of Pensacola**

Kimberly Kaminski has more than 18 years of management experience in City government, and extensive experience in private and public event planning, promotion and coordination. She has been the City's Special Events Coordinator for the past three years, working in tandem with numerous local and national agencies.

Kaminski also has extensive experience related to nautical events and activities, which allows her to approach the different medium of a waterfront venue with a better understanding of the challenges required to host a successful event.

She holds a Bachelor's degree in Communications, Public Relations and a Minor in Theatre and Psychology.

Vicki Lawley **City of Pensacola**

Vicki Lawley is a 30+ year veteran in recreation event management. She has worked in every field, from Convention Hall Director, Recreation Superintendent to Facility Manager, and her experience includes financial management, program planning, customer service and staff supervision.

In addition to her daily responsibilities, Lawley is a current member of the Neighborhood Services Special Event team which coordinates events for the Pensacola community.

Buddy Connelly **Athletic Superintendent** **City of Pensacola**

Buddy Connelly began his career with the City of Pensacola in 1970. As Athletic Superintendent, he is responsible for overseeing the planning and coordinating of programs and activities for all ages, ranging from summer day-camp to adult sports.

During his tenure with the City of Pensacola, Connelly has been instrumental in bringing numerous state and national softball and baseball tournaments—men's, women's, seniors, and youth programs—to Pensacola, along with associated economic impacts ranging from \$250,000-450,000 per event.

Also under his direction, Pensacola's Roger Scott Tennis Center has hosted a number of national and international tournaments including the Pensacola Wheelchair Open and the Pensacola Futures Tournament.

Connelly holds a Bachelor's degree in Health Leisure Sports from the University of West Florida and a Master's degree in Public Administration from Troy State University.



"Thank you so much for your assistance with the Ragtyme Elf Parade 2009! I really appreciate you walking me through the process for special events and helping me get approval...we couldn't have pulled off the parade without you."

Thanks,
Alexandra Colley
Program Manager
Downtown Improvement Board



Proven Experience

Community Events & Logistics

From the Pensacola Seafood Festival to the Great Gulfcoast Arts Festival, Neighborhood Services plays a pivotal role to ensure these major events go off without a hitch and handling everything from logistical planning and coordination to permitting and implementation. Art in the Park, Pensacola Crawfish Festival, the Pensacola Pelican Drop, Pensacola Mardi Gras, Rag Time Elf Parade and Winterfest are other examples of successful community events we help facilitate.

The City of Pensacola plans, organizes and facilitates its own annual events that range in target audience, size and venue. The Easter Egg Hunt and Carnival, Touch-a-Truck and Halloween Egg Haunt and Carnival are three annual signature events operated by the Neighborhood Services Department, together which attract 5000 attendees.

The Neighborhood Services Department uses a standardized organizational structure for event planning and facilitating. The special events committee is comprised of numerous staff with a wide range of experience and expertise, along with a staff of enthusiastic event volunteers.

Neighborhood Services is proud to foster and maintain community partnerships and sponsors for special events. These relationships allow us to tap into additional resources within the community to provide most of our events at no charge to the community.

Athletic Tournaments and Events

Neighborhood Services organizes and hosts local, regional, state and national athletic tournaments throughout the year. Sporting events generate revenue for the Pensacola area by bringing teams and families for overnight stays. Tournaments managed by our division include the North Florida State Dizzy Dean Youth Baseball Tournament, Annual Bay City Classic Youth Baseball and Softball Tournament, State of Florida Junior College Softball State Championships through 2014, four National SPA Slow-Pitch Softball Tournaments, the Pensacola Open and 18 United States Tennis Association tournaments, among many others.

Music Festivals and Events

The City of Pensacola has created, planned and implemented popular music events for the past five years that are free to the public and draw crowds of listeners of all ages. The department also hosts two concert series during spring and summer months: "Bands on the Bayou" showcases local acts and area youth bands and choruses. "Sunsets at Plaza de Luna" features local musicians, along with vendors and children's activities.

Neighborhood Services also was instrumental in the development of the annual Pelican Drop in downtown Pensacola. Now in its fifth year, the event expects to draw a crowd of 50,000 in 2011. Our team has the combined experience needed to coordinate the talent, vendors, community partners and community involvement in this event, and works directly with the Downtown Improvement Board to ensure its success.



Proven Experience

Local Events

Through a partnership with the City of Gulf Breeze, Milton, East Milton and Tiger Point, the City of Pensacola organizes and hosts the Annual Bay City Classic Youth Baseball and Softball Tournament, a major sporting event with of 60+ area teams.

Osceola Municipal Golf Course plays host to approximately 50 local tournaments each year and hosts one of the largest First Tee Programs in Northwest Florida. First Tee serves 125 area youth per year with a mission to positively impact the lives of young people by promoting character development and life-enhancing values through its "Life Skills Learning Experience" and the game of golf.

Regional Events

Pensacola is the host city for the week-long North Florida State Dizzy Dean Youth Baseball Tournament that attracts 118 teams to the area, made possible through a partnership of the City of Pensacola Neighborhood Services Department and the City of Gulf Breeze.

For the past 17 years, the City of Pensacola has hosted the Senior Games competition, a regional and state qualifying tournament that draws more than 300 participants from the panhandle and surrounding states for 20 events that include golf, track and field, bocce, bowling, basketball, darts, chess, pickle ball and more.

State Events

In 2010 Neighborhood Services, in partnership with Pensacola Sports Association, won the bid to host the Florida Junior College Softball State Championships from 2011-2014. This tournament showcases the state's top 16 junior college teams. It is estimated that over the four year period the tournament will bring a minimum economic impact of \$250,000 per year to the Pensacola area.

National Events

Throughout the year, teams travel from all over the country to Pensacola to participate in four National SPA Slow-Pitch Softball Tournaments, each of which brings an average of 40 teams for one week. They are scheduled and facilitated by the City of Pensacola Neighborhood Services Department, and played locally at Exchange Park. The annual economic impact of the tournaments is more than \$1 million.

International Events

Roger Scott Tennis Center hosts numerous tennis tournaments including the week-long Pensacola Open, one of the largest wheelchair tennis tournaments in the U.S. which brought 118 players from 28 countries in 2011. Players and trainers praise the tournament, which contributes an average of \$480,000 each year in economic impact to Pensacola. And with the recent addition of clay courts, Roger Scott Tennis Center has been able to pursue new tournaments. This year the U.S. Tennis Association 18's tournament drew 164 players from 20 different countries with an economic impact of more than \$300,000.



Our Approach

The City of Pensacola Neighborhood Services Department uses a team-based approach in its daily operations, and this same approach will be applied to management and operation of the new amphitheater, stadium, parks and plazas as well as outside kiosk sales, rental, food services and other services required to operate. Our team is well-versed in the procedures required for the safe and smooth flow of traffic and parking that Maritime Park events will attract. With our combined experience, organizational support, community involvement and existing partnerships we are the most well-prepared organization to manage the infrastructure of services needed for a successful park.

Our experienced event professionals have a broad range of resources available to them and are ready to manage and facilitate the operation of the amphitheater, stadium and other park areas without delay. Working closely with CMPA and our partners we will launch and coordinate a diverse schedule of events ranging from national and regional musical concerts to theatrical productions; community oriented events including a venue rental program; and locally sponsored programs.

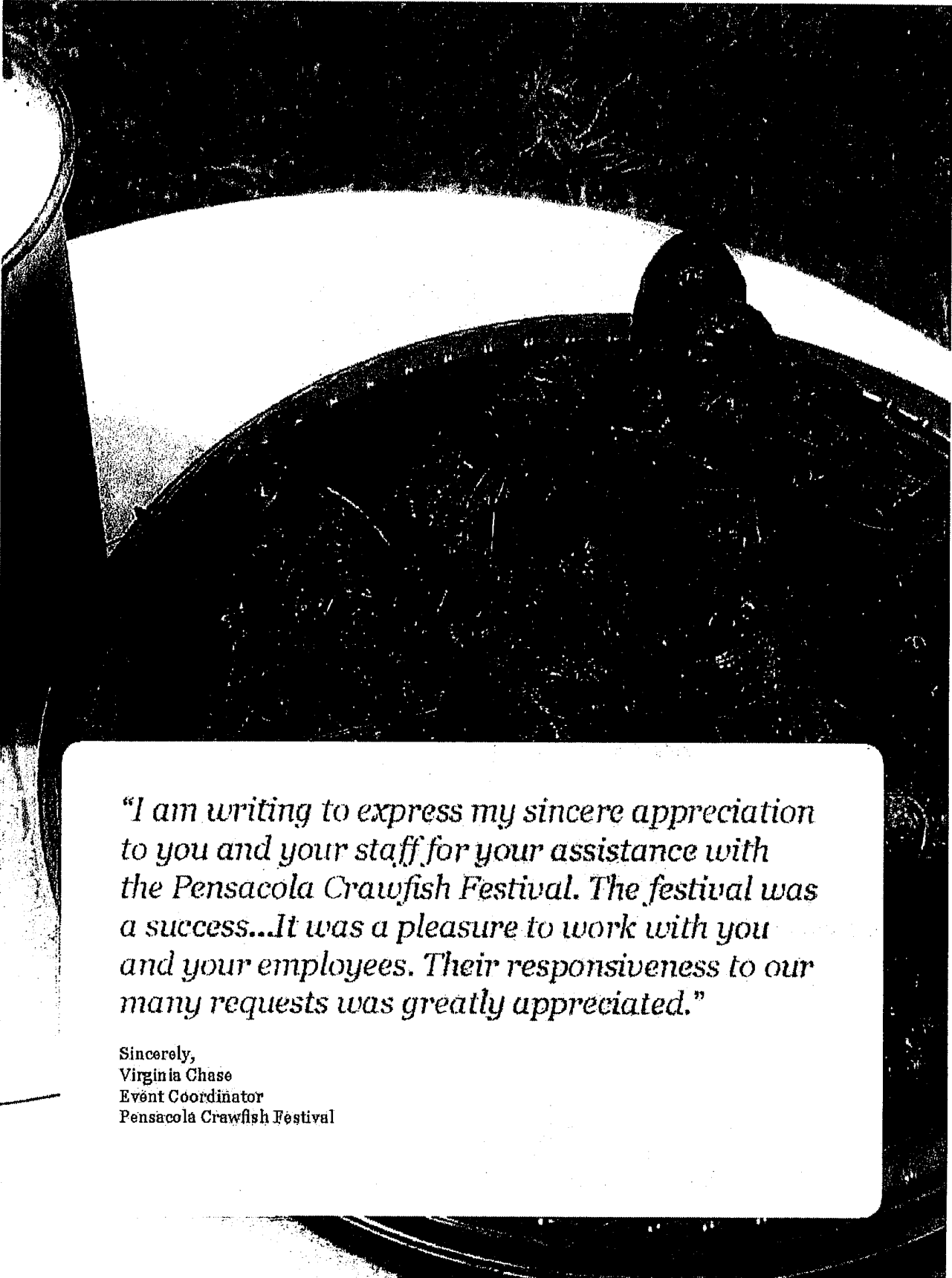
Our operations experience is not limited to performances, festivals and events; we also are ready to provide professional administration of a large resale operation, including coordination of food vendors and the proper licenses and permits to sell food. We will provide concession space for vendors to set up kiosks for the sale of food, goods, seasonal products and other appropriate items.

Our team of professionals understands the critical importance of onsite and offsite parking. As part of our parking management we will establish guidelines to enhance pedestrian safety, ensure a smooth flow of traffic and allow emergency vehicles to reach their destinations. Our goal is to provide a safe, customer-friendly process for finding reasonably priced parking during events.

An aggressive approach to marketing and promotion will generate maximum attendance and overnight stays in the Pensacola area. We will partner with CMPA's marketing agency of record for the promotion and advertising of planned events.

Professionalism, accountability, customer service and fiscal responsibility are top priorities. Our subcontractors will be screened before employing, and approved by the CMPA if deemed necessary to ensure quality service is maintained across the board.

We share the CMPA's goal of providing a professionally run, but cost-effective, property. The City of Pensacola will generate revenue and maximize opportunities while balancing the needs of the community. We will benchmark other communities that have succeeded with similar projects. **Our past experience, outstanding leadership and overall understanding of our community will ensure a long-lasting and successful partnership.**



"I am writing to express my sincere appreciation to you and your staff for your assistance with the Pensacola Crawfish Festival. The festival was a success...It was a pleasure to work with you and your employees. Their responsiveness to our many requests was greatly appreciated."

Sincerely,
Virginia Chase
Event Coordinator
Pensacola Crawfish Festival



City of Pensacola Financial Information

	<u>ACTUAL FY 2009</u>	<u>ACTUAL FY 2010</u>	<u>BEG BUDGET FY 2011</u>
SOURCES OF FUNDS:			
REVENUES:			
Taxes:			
Ad Valorem Taxes - City	\$ 13,880,833	13,888,828	13,118,600
Sales & Use Taxes	11,024,858	10,873,214	10,883,400
Public Service Taxes	8,888,884	8,488,708	8,488,000
Communication Services Taxes	3,738,973	3,788,244	3,827,700
Local Business Tax	888,844	831,402	804,000
Fees:			
Franchise Fees	8,888,816	8,228,288	8,458,100
Stormwater Utility Fees	1,887,331	2,187,874	2,321,200
Licenses & Permits	830,177	788,456	737,100
Intergovernmental Revenue	34,482,864	37,834,788	31,588,700
Charges for Services	75,166,828	78,487,747	87,103,300
Fines & Forfeitures	378,332	338,388	228,800
Interest Income	2,327,116	173,668	1,878,200
Miscellaneous Revenue	8,811,248	72,133,793	2,417,100
Total Revenues	188,626,288	234,741,706	178,718,800
Other Financing Sources	81,834,804	88,883,222	41,328,400
TOTAL FINANCIAL SOURCES	\$ 247,380,073	283,834,827	212,047,200
USE OF FUNDS:			
EXPENDITURES/EXPENSES:			
General Govt. Services	\$ 8,887,831	7,242,012	8,008,200
Public Safety	30,408,854	36,880,788	30,888,000
Physical Environment	88,880,837	48,481,833	64,370,800
Transportation	88,763,873	38,618,788	27,888,300
Economic Environment	18,830,782	18,203,882	18,843,200
Human Services	84,200	61,800	37,800
Culture & Recreation	30,847,088	18,743,388	18,880,100
Debt Service	8,177,441	33,676,717	17,888,400
Total Expenditures/Expenses	211,767,788	186,776,816	174,878,200
Other Financing Uses	37,781,668	43,258,888	41,802,800
TOTAL FINANCIAL USES	\$ 249,549,352	239,035,613	218,778,800
Net Increase (Decrease) in Fund Balance	\$ (2,188,278)	64,788,414	(4,731,800)
Beginning Appropriated Fund Balance	78,204,787	48,388,884	4,731,800
Beginning Unappropriated Fund Balance	127,188,481	154,845,388	251,281,783
Total Beginning Fund Balance	205,393,268	203,234,272	256,013,583
Total Ending Fund Balance	\$ 203,205,000	268,022,686	251,281,783

The City of Pensacola is a tax-exempt organization (FEIN # 59-6000406).

For a detailed, certified account of our financial records, please visit
www.cityofpensacola.com/pages/?pageID=2516 for the last ten years of statements.



Cost Proposal

Projected Revenues — Year One

Concerts	\$100,000
Rentals	\$ 60,000
Parking	\$ 50,000
Vending/kiosk sales	\$ 25,000
Revenues from misc. sales	\$ 50,000
Total Projected Revenues (Year One):	\$285,000

Neighborhood Services Cost Proposal — Year One

Personnel Services	\$198,554
Operating Expenses	\$263,500
Capital (first year start-up cost)	\$160,000
Total Expenses (Year One):	\$541,054

Difference:

First Year Subsidy	\$256,054
---------------------------	------------------

These are estimates and we expect the first year subsidy to decrease over the contract period.



Insurance and Indemnification

The City of Pensacola is a qualified Self-Insurer, under the regulations set forth in the Statutes of the State of Florida, for General Liability, Automobile Liability and Workers' Compensation. The City has established a Self-Insurance Fund in lieu of purchasing insurance.

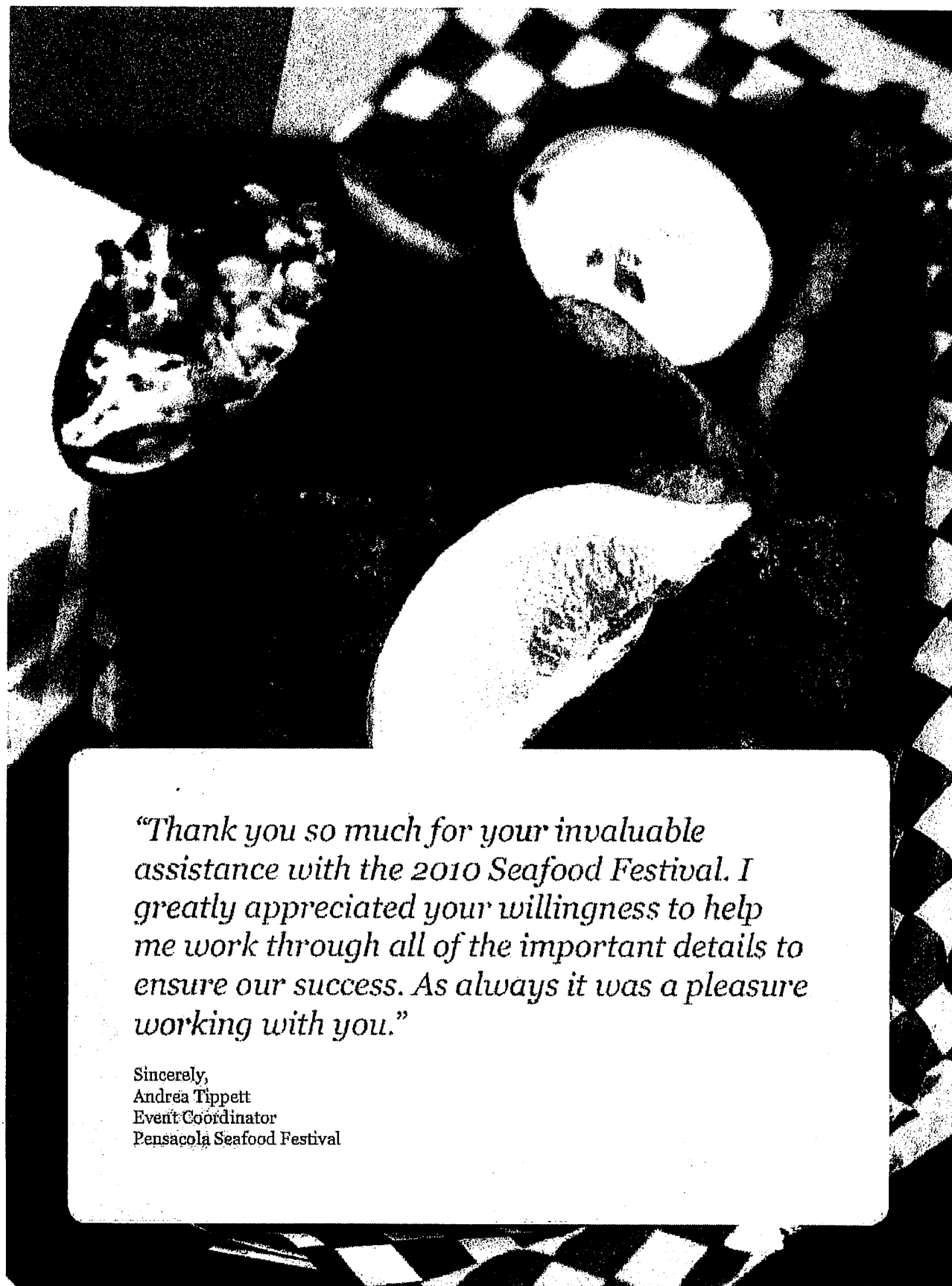
The City of Pensacola would agree to defend and indemnify the CMPA for claims arising out of the City's negligence, to the extent permitted by law, up to any limit of Sovereign Immunity that would otherwise reduce the liability of the CMPA.

The City of Pensacola will not agree to defend and indemnify the CMPA for claims that arise out of the negligence of others.

No contracts for any projects have been terminated to date.

Three claims over the past five years have been brought against the City of Pensacola with no significant costs to date.

—Tom Mulroy (City of Pensacola Risk Manager).



"Thank you so much for your invaluable assistance with the 2010 Seafood Festival. I greatly appreciated your willingness to help me work through all of the important details to ensure our success. As always it was a pleasure working with you."

Sincerely,
Andrea Tippet
Event Coordinator
Pensacola Seafood Festival



Shared Vision and Goals

The Community Maritime Park Covenant

The City of Pensacola Neighborhood Services Department is devoted to serving the citizens and visitors of the Pensacola community. We will honor the Community Covenant set forth by the Community Maritime Park Associates, Inc. by fostering a successful and effective partnership.

The Vince Whibbs, Sr. Community Maritime Park is a benchmark for the future growth and development of the Pensacola community; a shining star to light the way on the road towards building a community in which we can all live, work and play.

Shared Vision:

We will open the waterfront to all

We will create a broad spectrum of innovative and unique programming that caters to each of Pensacola's diverse demographic groups. The Amphitheater signifies a newfound commitment to highlighting Pensacola's greatest natural asset.

Provide a location for thousands to enjoy the community

Through concerts, venue rentals, and cultural, community-based and entertainment-focused events we will provide a myriad of opportunities to enjoy Pensacola's downtown waterfront. We will implement community programs that act as a magnetizing force, drawing in citizens of the Greater Gulf Coast Community.

Ensure assistance to those in need

We will expand the athletic, recreational and cultural opportunities that the City of Pensacola Neighborhood Services Department currently facilitates by incorporating the Amphitheater into our youth programming. Through generous donations to our Al Condon Youth Scholarship Fund and community partners, we have the ability to be inclusive, turning no individual away.

We are a catalyst for growth

We have an extensive history of successful partnerships through contracts, services and sponsorships. We strive to continually foster new and out-of-the-box relationships with area organizations and businesses to improve the quality of life for Pensacola's citizens.

“Without your help, it would not be possible to bring this unique event to our community each year.”

*—Virginia Chase,
Fiesta of Five Flags*



Partnerships: Small and Minority Owned Businesses

The City of Pensacola is proud to partner with more than 200 of the area's small and minority owned businesses. Below is a depiction of our minority expenditures by comparison.

Minority Expenditure Comparison
FY 2006 - FY 2010

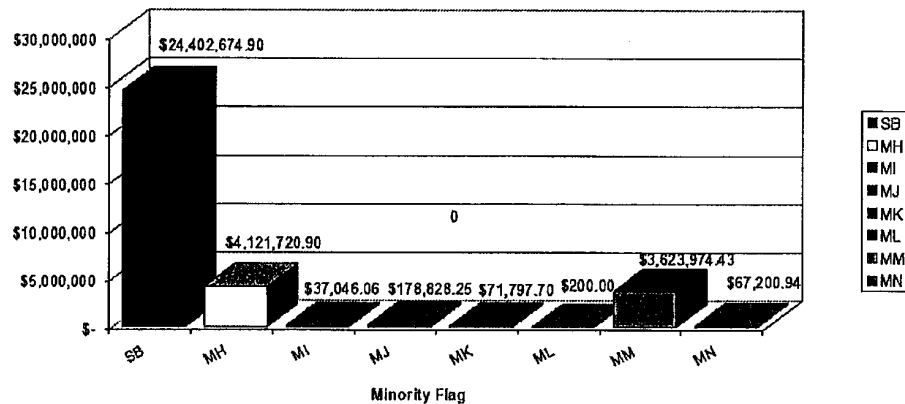


Chart Key:

- Small Business Enterprise (SB)
- Black American (MH)
- Hispanic American (MI)
- Asian American (MJ)
- Native American (MK)
- Native Hawaiian American (ML)
- American Woman (MM)
- Physically Disabled American (MN)



Small and Minority Owned Business Partners

Warner's Printing
Huey's Works
Reliable janitorial Service
Hayes, Robert L Jr
WBQP TV 12 Cable
Thomco Enterprises
Robert's Lawn Care
Autrey Tile Company
Hixardt Technologies Inc.
Premier Engineering Group
JT Computer Sales and Service
Royster, KV DBA Busy Bee
Onesource Lawn Service
R-Com Enterprise
The Pensacola Voice Inc.
Gracia, Jean DBA Jani-King
Waters General Contractors
Brown, Amos P Jr.
Dorlag, Arthur Paul
Rigsby, John A
Affordable Concrete LLC
Carter-Wilkins, Audra
Living Water Fire Protection
Herbert, Alvin W
J L Electric LLC
Washington, Charlie
James a Rich Jr.
The Law Office of Debra
Kirkland, Willie Jr.
Stevens Group Inc.
Vincent Dickens Specialized
Randall Harper
Palmer, Willie
Gulf Coast Electric Mtr. Svc
Motes, Mike
Varona Enterprises of Florida
John Leo Desposito II
Mendoza Daniel M
WPR Inc.
Breeze South

Thayer, Ryan
Lockmobile Inc.
Benton's Trophies & Eng.
National Standard Parts Inc.
Wylie's Pro Paint Center
Charles Neely Corp.
Cole Industries Inc.
Ideaworks
Speedy Stamp and Eng.
Gator Boring and Trench
HSA Consulting Group
Gulf Coast Environmental
N Command Management
ECA Inc.
Doodlebugger's
Dvorak International
Lee's Glass and Windo
Precision Concrete Cutting
Logo Masters Inc.
Coastline Striping Inc.
Waddell Homes Inc.
Breeze Promotions Inc.
Frameworks LLC
Stephanie Tillery Esquire
Evergreen Corp of Pensacola
V.B. Hill LLC
Hayes Consulting Services
Florida Tire Service
Colleen Cleary Ortiz
Bill Thompsons Office
Hutto, James N
James Andrew Wolfe
Communications Eng.
Bosso's Uniforms
Lock & Gunsmith Inc.
Merchants Paper
Pensacola Hardware
Specialty Contractors
The Paint Mart
Kelson Electric Company

Coastal Machinery Co.
Scapin Electric Company
Woodward, Raymond T
Air Power Services Inc.
Caldwell Associates
Blackwell Heating/Air
Gandy's Nursery
Executive Landscaping
Phoenix Coatings
Robertson Curtis Inc.
Panhandle Growers
Mickelson Const. Svcs
EW Bullock Associates
Davis Marine Construction
Ken Griffin Landscape
Greg Williams Electric
Southern Utility Co.
Charles Riley, MD PA
Pensacola Landscaping
Nord, Steve
Quina Grundhoefer Architects
Gulf Coast Traffic Eng.
Gulf Coast Building
Strobel and Hunter Inc.
Energy Systems Air
Rons Litho Service Inc.
Esysium Inc.
Merritt Glass co.
F & M Electric Inc.
Arte Ditta Inc.
Leidner Construction
Drug Free Workplace
Slone Doors Inc.
Progressive Product America
Peterson Engineering
Parker, Ronald V
Johnstone Supply
Fabre Engineering Inc.
Sam Marshall Architects
Trammel Construction



Summary

The City of Pensacola Neighborhood Services Department is committed to improving and **promoting the quality of life for all citizens and visitors** of Pensacola by establishing a successful and effective partnership with Community Maritime Park Associates, Inc. We are devoted to serving our community by providing access to Pensacola's waterfront, affordable entertainment and a shared vision for the Vince Whibbs, Sr. Community Maritime Park.

Our experience makes us uniquely qualified to take on the coordination and management of the Maritime Park Amphitheater, Stadium and Parks and Plazas. In addition, our background and experiences lend themselves to effective management of on and off-site parking and outside kiosk sales, rental, food services and other services as needed.

Our project team comes with **more than 125 years of combined experience** in parks and recreational programming and management, public relations, public administration, event management and marketing. We've worked with organizations to facilitate events such as the Pensacola Seafood Festival, the Pensacola Crawfish Festival, Pensacola Mardi Gras and the Great Gulfcoast Arts Festival, providing quality event coordination with a focus on public safety. We coordinate multiple community events including the Easter Egg Hunt and Carnival, the Halloween Egg Haunt and Carnival and the Touch-a-Truck event, and organize and host athletic tournaments that **bring thousands of visitors and millions of dollars into the Pensacola area**. Finally, we've helped to create a number of successful music events and concerts over the past five years including the Pensacola Pelican Drop, Sunsets at Plaza de Luna, Carols in Olde Seville Square and Bands on the Bayou.

Our project team has an extensive background in staff management and fiscal supervision. Every team member has experience managing full-time professionals, part-time seasonal staff and community volunteers. Team members have managed annual budgets of up to \$9 million. The new Maritime Park Cultural Events Division will easily align with our current organizational structure and operate within a similar hierarchy of duty, responsibility and authority. **The City of Pensacola manages a budget of more than \$200 million** and is qualified to responsibly and effectively manage the Maritime Park Cultural Events Division budget.

The City of Pensacola Neighborhood Services Department **actively seeks out and fosters relationships with local minority-owned and small businesses**. We will strive to tap into additional resources by partnering with local, regional and national organizations and businesses to acquire sponsorships and grants. We've partnered with local organizations and businesses to ensure quality and affordability in our programming: Home Depot, Sam's Club, Fiesta of Five Flags, The Early Learning Coalition, AT&T, Cat Country/AM1620 and the Community Redevelopment Agency, among others.

We are committed to honoring the Community Covenant set forth by the Community Maritime Park Associates, Inc. and eager to bring this vision to reality. Our project team has the experience to manage multiple facets of the Maritime Park with **the highest standards of professionalism, customer service and fiscal responsibility**. We have the ability to coordinate and manage a diverse portfolio of events that provide affordable entertainment to Pensacola. We are dedicated to supporting growth in the downtown Pensacola area. The City of Pensacola Neighborhood Services Department is invested in helping create a Pensacola in which its citizens are proud to live, work and play.



References

F.R.P.A.

Eleanor Warmack, CAE, CPRP
Executive Director
411 Office Plaza Drive
Tallahassee, FL 32301
850-878-3221

Downtown Improvement Board Pensacola

Kim Kimbrough
Executive Director
41 North Jefferson Street, Suite 401
Pensacola, FL 32501
850-434-5371

WHBR-TV 33

David Mayo
General Manager
6500 Pensacola Blvd
Pensacola, FL 32505
850-473-8633

Energy Services of Pensacola

Don Suarez
Director
P.O. Box 12910
Pensacola, FL 32521
850-474-5300

City of Gulf Breeze

Edwin Eddy
City Manager
1070 Shoreline Dr.
Gulf Breeze, FL 32561
850-934-5115

ADX Communications

WYCT-FM, Cat Country 98.7
Mary Hoxeng
Owner & National Sales Manager
7251 Plantation Road
Pensacola, FL 32504
850-494-2800

Escambia County, Florida

Charles R. Oliver
County Administrator
221 Palafox place, Suite 420
Pensacola, FL 32502
850-595-4900

Pensacola Sports Association

Ray Palmer
Executive Director
P.O. Box 12463
Pensacola, FL 32591
850-434-2800



Signature Page

COMMUNITY MARITIME PARK ASSOCIATES, INC.
REQUEST FOR PROPOSALS
Property & Facilities Manager for the Community Maritime Park Project, Proposal No. 2011-02

52.209-3 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

~~This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.~~

B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company
Name: City of Pensacola, Department of Neighborhood Services

Authorized
Signature: 

Printed Name: David Flaherty

Date: December 1, 2011