



City of Pensacola

City Council

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

April 21, 2025, 4:30 PM

Hagler-Mason Conference Room, 2nd Floor

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

SELECTION OF CHAIR

DETERMINATION OF PUBLIC INPUT

DISCUSSION

1. 25-489 UPDATE FROM HUMAN RELATIONS COMMISSIONER, AL HENDERSON, REGARDING THE HUMAN RELATIONS COMMISSION.

Recommendation: That City Council receive an update from Al Henderson, Executive Director of the Human Relations Commission (HRC),

Sponsors: Council President Jared Moore

Attachments: 2025 02-05 Letter from Clerk and Comptroller

ADJOURNMENT

If any person decides to appeal any decision made with respect to any matter considered at such meeting, he will need a record of the proceedings, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-489

City Council

4/21/2025

DISCUSSION

SPONSOR: Council President Jared Moore

SUBJECT:

UPDATE FROM HUMAN RELATIONS COMMISSIONER, AL HENDERSON, REGARDING THE HUMAN RELATIONS COMMISSION.

SUMMARY:

The Escambia County Human Relations Commission (ECHRC) was re-established by an interlocal agreement between the City of Pensacola and Escambia County to promote fair treatment and equal opportunity for all Escambia citizens. The ECHRC operates as the Fair Housing Board for the Escambia County-Pensacola area. In June 2018, the Clerk of the Circuit Court and Comptroller for Escambia County issued a review of the formerly named Escambia-Pensacola Human Relations Commission (EPHRC) program and recommended the EPHRC be abolished and scaled-down, including a reduced staff commensurate with the program activity. On March 7, 2019, the Escambia County Board of County Commissioners enacted Ord. 2019-13 to re-establish the ECHRC, also defining the composition, duties, and powers of the Commission for the purpose of continuing to provide the local community with assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County. Funding is provided for the administration of these programs.

This discussion provides an opportunity for City Council to receive an update from the HRC Executive Director, Al Henderson.

*Please note, the attachment was provided to the City based on the City being a funding entity. The entire packet was previously sent to City Council.

PRIOR ACTION:

March 28, 2019 -- City Council terminated the Interlocal Agreement with HRC, with activities suspended for 30-days.

March 7, 2019 -- BOCC reestablished the HRC

April 11, 2019 -- City Council appointed an ex-officio officer (Council Member) to serve on the HRC

May 20, 2019 -- City Council entered into an Interlocal Agreement with HRC

May 28, 2020 -- City Council entered into an amended Interlocal Agreement with HRC,

instituting a name change

November 12, 2020 -- City Council released \$78,500 of allocated funds to the HRC

FUNDING:

The City currently provides \$120,500 annually to the HRC.

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. 2025 02-05 Letter from Clerk and Comptroller

PRESENTATION: Yes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

February 5, 2025

TO: Alison Rogers, County Attorney (via e-mail)
Mike Kohler, Chairman Board of County Commissioners (via e-mail)

RE: Escambia Pensacola Human Relations Commission (EPHRC) and Escambia
County Human Relations Commission, Inc.

Ms. Rogers,

This came to our attention because of two agenda items on Escambia County Board of County Commissioner's regular meeting for Thursday, February 6, 2025. Items CAR I-10 and II-10 on the County Administrator's reports contain recommendations concerning the Escambia-Pensacola Human Relations Commission (the "EPHRC").

As you probably recall, there were many issues with the governmental special district Escambia-Pensacola Human Relations Commission back in 2018 and years prior, prompting the Clerk to conduct a Program Review and issue a report ([Page 8](#)). The Board of County Commissioners responded by dissolving the EPHRC governmental unit to evaluate its effectiveness, staffing, and funding. A timeline of the EPHRC is provided below.

The Timeline

March 7, 2019: EPHRC Reestablished

Just prior to dissolving the EPHRC special district, the Board of County Commissioners approved Ordinance 2019-13 ([Page 15](#)) to reestablish the Escambia-Pensacola Human Relations Commission. Below are some highlights from the 2019 ordinance.

WHEREAS, the Board has determined it is in the best interest of the citizens of Escambia County to reestablish the Escambia Pensacola Human Relations Commission by duly enacted ordinance for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and...

F.7 – To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec 58-91 – 58-103, Escambia County Code of Ordinances.

F.15 – On or before May 1, to submit a proposed budget for the upcoming

fiscal year to the County Administrator.

F.18 – To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report.

Ordinance 2019-13.

There are many requirements of this reestablished EPHRC governmental unit including a requirement of the Escambia County Neighborhood Enterprise Division to serve as the County's staff liaison to attend all meetings and provide necessary support. However, according to records of the Department of Commerce, the Escambia-Pensacola Human Relations Commission special district was never reestablished. Instead, a not-for-profit corporation was created.

March 12, 2019: EPHRC Special District Dissolved Per Departments of Commerce and Financial Services

The former EPHRC (governmental unit-special district) existed for many years as a unit of local government created for a special purpose through an interlocal agreement with the City of Pensacola. The EPHRC received general fund revenue from both the City of Pensacola and Escambia County. The EPHRC also received federal funds from the Housing and Urban Development Community Development Block Grant Program. The required annual reports for the Special District-EPHRC were filed with the Department of Financial Services under unit #300845. Records from the Departments of Commerce and Financial Services indicate that the Special District-EPHRC was created on January 1, 1993 and then **dissolved** March 12, 2019 ([Page 23](#)).

December 19, 2019 - Escambia County Human Relations Commission, Inc. A Florida Not-For-Profit Corporation Created

Ordinance 2019-13 makes no mention of the Board creating a not-for-profit; however, a corporate entity named the *Escambia County Human Relations Commission, Inc.* was created by Lumon May via Articles of Incorporation filed with the Department of State on December 19, 2019 ([Page 26](#)). This Florida not-for-profit corporation lists its principal place of business as 150 West Maxwell Street, Pensacola, Florida 32501, a building owned by the County. Records also indicate that this corporation operates under the fictitious name of "Escambia Pensacola Human Relations Commission." This fictitious name should not be confused with the dissolved governmental unit and special district named "Escambia-Pensacola Human Relations Commission." The documents on file with the Florida Division of Corporations ([available at sunbiz.org](http://sunbiz.org)) name Lumon May as the President of the Escambia County Human Relations Commissions, Inc. (the not-for-profit).

It appears the County spent resources to reestablish EPHRC governmental unit on paper only to dissolve it and then help create a private not-for-profit corporation that operates under a very similar name. None of this is memorialized in the County's Code of Ordinances. The title and articles of the not-for-profit corporation look and feel like a government agency, but it is not. To assist in the creation of a not-for-profit and refer to it

as *formerly called EPHRC* is misleading. (Reference title for Ordinance 2020-4 at [page 32](#)).

Escambia County Human Relations Commission, Inc., a not-for-profit corporation, was created in December of 2019. A private not-for-profit corporation such as this, created through Articles of Incorporation submitted to the State of Florida, should be properly and uniformly memorialized in the County's public record. It is not. Public records from the Internal Revenue Service Regarding this corporation are attached with relevant highlights regarding operations of corporation ([Page 106](#)).

March 5, 2020 - Changing the Name from Escambia-Pensacola Human Relations Commission to Escambia County Human Relations Commission

Four months later, on March 5, 2020, an agenda item was put before the Board of County Commissioners to amend the chapter of the County's ordinances that reestablished the governmental unit named *Escambia-Pensacola Human Relations Commission* ([Page 32](#)). The summary of the amendment for Ordinance 2020-4 says it is to change the name of *Escambia-Pensacola Human Relations Commission* to *Escambia County Human Relations Commission*. This appears to be a simple modification of the name removing "Pensacola", except that there is no reference to the *Escambia County Human Relations Commission* operating as a corporate not-for-profit entity. (Motion by Bergosh, Second by May, passed unanimously.)

What is also not acknowledged in the government's permanent record is that EPHRC governmental unit-special district was dissolved in 2019. Ordinance 2020-4 "renames" the dissolved unit to *Escambia County Human Relation Commission* apparently to mimic the name of the recently created not-for-profit *Escambia County Human Relations Commissions, Inc.* Nowhere is it acknowledged in the ordinances that the *Escambia County Human Relations Commission* exists as a not-for-profit. Instead, the preamble to Ordinance 2020-4 says "*WHEREAS, since the enactment of Ordinance 2019-13, the agency was renamed the Escambia County Human Relations Commission.*" This gives the appearance that it is a simple renaming of an agency within the County. But, *Escambia County Human Relations Commission, Inc.* is not an "agency" of the County as is commonly understood by the public. It is instead a corporation that receives charitable contributions along with public funds from the County, City, and through a federal grant process. The only reference in the County records to this entity existing as a corporation appears to be the Miscellaneous Appropriations Agreements ("MAA") entered into between *Escambia County* and the *Escambia County Human Relations Commission, Inc.* For the MAA FY2024-25 the amount funded by *Escambia County* is \$125,000 (City: \$120,500; CDBG: \$60,000) ([Page 40](#)).

Matters of Concern

There are several matters of concern that surround the creation and operation of Escambia County Human Relation Commission, Inc.

Lease Agreement Fails to Mention that Escambia County Human Relations Commission is a Not-For-Profit

The first concern is the lease entered into between Escambia County and “the Escambia County Human Relations Commission (HRC)...a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019 by Ordinance Number 2019-13” (Page 48). This lease agreement was approved by the Board on July 16, 2020. However, by the time the Board approved this lease the EPHRC governmental unit had already been dissolved according to records of the Departments of Financial Services and Commerce. Recall that the Special District-EPHRC was created on January 1, 1993 and was **dissolved** March 12, 2019. The lease may be referring to the not-for-profit, Escambia County Human Relations Commission, Inc. However, the ordinance does not expressly state so. The only entity that existed at that time of the leases execution was the Escambia County Human Relations Commission, Inc. and that entity was operating under a fictitious name of Escambia-Pensacola Human Relations Commission.

Those Involved with Escambia County Human Relations Commission Are Tied to Other Corporations Using the Same Lease Address

The second issue is that the Executive Director and other Board members of Escambia County Human Relations Commission, Inc., including Lumon May, have created other similarly named not-for-profit organizations using governmental property as the place of operation. If the Escambia County Human Relations Commission, Inc. is, in fact, a governmental unit, it should not be creating other corporations and then using the same base of operations to operate those other independent corporations.

Recall earlier the Escambia County Human Relations Commission, Inc. operates out of 150 West Maxwell Street. The real property at 150 West Maxwell is a County owned building and the Escambia County Human Relations Commission, Inc. pays \$1.00 per year to occupy this office space. What is troubling is that this same address is listed as the principal place of operations for two similarly named not-for-profits: (1) HRC Housing and Development, Inc; and (2) HRC Affordable Housing Solutions, Inc.

HRC Housing and Development, Inc. Uses Escambia County Property For its Operations

HRC Housing and Development, Inc. is a Florida not-for-profit with Lumon May, Harold Griffin, Jr. and Randy Bricker serving as directors. This not-for-profit was incorporated by Alphonse Henderson on May 6, 2024 with the stated purpose to operate in connection with Escambia County Human Relations Commission, Inc. to provide safe and affordable housing to low and moderate income persons (Page 79). “HRC” in this entity’s name tracks or mimics the “Human Relations Commission.”

HRC Housing and Development, Inc. also lists the publicly owned property at 150 West Maxwell as its address. Further, all four involved in HRC Housing and Development Inc. also serve as officers in Escambia County Human Relations Commission, Inc. The connections between the two entities are shown in the table below.

	Escambia County Human Relations Commission, Inc.	HRC Housing and Development, Inc.
Lumon May	President	Director
Harold Griffin, Jr.	Treasurer	Director
Randy Bricker	Director	Director
Alphonse Henderson	Executive Director	Incorporator
Address of Record	150 West Maxwell	150 West Maxwell

HRC Housing and Development, Inc. voluntarily dissolved on October 2, 2024, but for the time it existed it used Escambia County resources and property for its operations. It is unknown why this organization dissolved; however, a similar corporation was created immediately after this corporation's dissolution.

HRC Affordable Housing Solutions, Inc. Used Escambia County Property For its Operations.

Created just seven days after HRC Housing and Development, Inc's dissolution is HRC Affordable Housing Solutions, Inc., another Florida not-for-profit corporation. This corporation lists Alphonsa Henderson as Chairman, Randy Bricker as Treasurer, and Harold Griffin, Jr. as Secretary ([Page 90](#)). Again, the corporation uses "HRC" in its name in what appears to be an attempt to mimic the Human Relations Commission.

County records demonstrate that this newly created entity bid to provide services to sell residential houses constructed through Escambia County's Infill Housing Program (reference PD 23-24.133) ([Page 95](#)). HRC Affordable Housing Solutions, Inc., a prospective vendor of the County, also used property owned by the County as its listed place of operations and mailing address. The connections between HRC Affordable Housing Solutions, Inc. and Escambia County Human Relations Commission, Inc. are shown in the table below.

	Escambia County Human Relations Commission, Inc.	HRC Affordable Housing Solutions, Inc.
Alphonse Henderson	Executive Director	Chairman
Randy Bricker	Director	Treasurer
Harold Griffin, Jr.	Treasurer	Secretary
Address of Record	150 West Maxwell	150 West Maxwell

Both of these entities, (HRC Housing and Development, Inc. & HRC Affordable Housing Solutions, Inc.) one of whom, bid to provide professional services to the County are using the same address as Escambia County Human Relations Commission, Inc. and that address is property owned by the public (Page 98). This appears to be a misappropriation of County assets. Further, being that the entities are closely connected, it seems that knowledge gained in public service is being used for potential financial gain. Again, if the Escambia County Human Relations Commission, Inc. is actually a governmental entity or unit, as its own lease says, the people involved should not be using government resources to spin up other similarly named not-for-profit corporations that then bid on contracts for the County.

The lease from Escambia County for \$1.00 per year to the “Escambia County Human Relations Commission” characterized in the lease as a “local governmental entity” clearly contemplates that the lease is for the purpose of operating the governmental entity named the Escambia County Human Relations Commission for the purpose of reviewing and resolving employment and housing discrimination complaints. Instead the property is being used for purposes not aligned with resolving employment and fair housing discrimination complaints.

Escambia County Human Relations Commission, Inc. is Treated Differently than Other Not-For-Profits in the County’s Budgeting Process

The third concern is that the Escambia County Human Relations Commission, Inc. is treated dissimilarly from other not-for-profits in the County’s budget process, possibly leading to some of the issues highlighted above. To explain, the Community Partners Allocation is a budget process by which all not-for-profit organizations come to the Board of County Commissioners to make an ask for funding. To demonstrate the dissimilar treatment, agenda item CAR II-10 for the Thursday, February 6, 2025 Board Meeting there are reports from numerous not-for-profits. Included in that list is the Escambia County Human Relations Commission, Inc. under the fictitious name Escambia-Pensacola Human Relations Commissions (Page 101). All of these not-for-profits are listed in County budget records under the Community Partner Allocation, except for Escambia County Human Relations Commission, Inc. Unlike other not-for-profits, the Escambia County Human Relations Commission, Inc. is treated and budgeted *like a County department*. This leads to less transparency when a not-for-profit is hidden in the folds of a departmental budget (Page 104).

Part of the funding for the Escambia County Human Relations Commission, Inc. comes from the General Fund, the other part is through a Federal Community Development Block Grant (CDBG). When funding is requested by the Neighborhood and Human Services Department, it refers to this private corporation as “EPHRC”, the government entity, and reports that the “Activity Owner” is Escambia County, FL. At the July 13, 2022 workshop, Commissioner Lumon May made the request to remove HRC from the Community Partners presentation because CDBG portion was mandated by a HUD requirement. This is simply not true. The funding reimbursement from CDBG is charged as “grant administration”, which is not mandated.

There are no records to demonstrate that Escambia County engaged in a procurement process when selecting the right organization to carry out the human relations commission mission of assisting with fair housing discrimination complaints. Creating a not-for-profit organization through the State of Florida Division of Corporations is not simply *renaming* an existing governmental entity as portrayed on March 5, 2020 in Ordinances 2020-4 and 2020-5.

Not Required by Florida Statutes

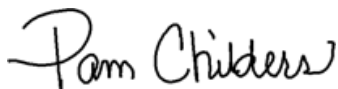
We were unable to find any requirement in the Florida Statutes for Escambia County to maintain a human relations commission. We were also unable to find any Federal law requiring such funding. The EPHRC was never required by other authority in the State of Florida. The County has established a fair housing board, but there is no requirement, other than the County's own ordinances, for the Escambia County Human Relations Commission, Inc. to be involved in this process. The County may create an "Other Special District" to fulfill a specific purpose which Escambia County did in January 1993.

Conclusion

Sometimes the "Escambia County Human Relations Commission" is labeled as a governmental entity. Sometimes it is not. Sometimes it is referred to as the Escambia-Pensacola Human Relations Commission and sometimes not. The Board of County Commissioners receives updates for the Escambia County Human Relations Commission, Inc. under a Community Partner umbrella, but then the budget process treats this organization differently than all other community partners. The lack of uniformity in the budget process and in the identification of this "Human Relations Commission" in County records hinders understanding, oversight, and accountability.

Assuming that the Escambia County Human Relations Commission, Inc. is a governmental entity, it is especially concerning that similarly named not-for-profits were created by its own officers that purported to be working "in connection with" this governmental entity. These separate and independent corporations use the same government owned property that Escambia County Human Relations Commission, Inc. leases for \$1.00 per year for a specifically stated purpose.

The Clerk's office needs further information from the County regarding use of these public dollars. Without more information the Clerk's office may be forced to cease funding as the public dollars expended may be contrary to ordinance or law. At the very least there will be an audit scheduled in the near future.



Pam Childers
Clerk & Comptroller, Escambia County

Escambia-Pensacola Human Relations Commission
Program Review



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

TO: Mr. Jack Brown, County Administrator, Escambia County, FL
Mr. Eric W. Olson, City Administrator, City of Pensacola, FL

Date: June 5, 2018

Subject: Escambia Pensacola Human Relations Commission Program Review

Scope and Overview of Procedures:

Scope:

Review procedures and documents pertaining to the operations of Escambia-Pensacola Human Relations Commission (EPHRC) to determine sufficiency of the reporting processes currently in place. Review case files and other documents to determine the number of Escambia County citizens served and in what capacity as well as outcomes for those served. Evaluate complaints of impropriety received. Test invoices reimbursed by both Escambia County and the City of Pensacola.

Summary of Procedures

1. Obtain an understanding of entity and entity purpose.
2. Obtain an understanding of the alleged impropriety complaints.
3. Obtain an understanding of client intake and problem resolution procedures.
4. Quantify clients served and make a determination on efficiency and relevance of operations.

SECTION 1: Obtain an Understanding of Entity and Entity Purpose

Escambia-Pensacola Human Relations Commission (EPHRC) was established by inter-local agreement between Escambia County and the City of Pensacola. A Fair Housing Director is to be chosen by and operate under the supervision of EPHRC. Escambia County, Fla., Code §58-95 (2018). EPHRC operates as the Fair Housing Board for the Escambia County-Pensacola area. Escambia County, Fla., Code §58-97 (2018). Per the ordinance, the list of the duties, functions, powers, and responsibilities of the Executive Director include investigating complaints of unlawful discrimination and attempting conciliation between the parties. Escambia County, Fla., Code §58-96 (2018). These duties and responsibilities further include, "Keeping the fair housing

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board fully and currently informed of all complaints alleging violations of this article and actions taken thereon” Escambia County, Fla., Code §58-96(6) (2018).

The 2005 interlocal agreement between Escambia County and the City of Pensacola details additional responsibilities of EPHRC to include review and resolution of employment discrimination complaints and improve community relations. “Improve community relations” is defined as “programs and activities that promote or improve relations between the public and law enforcement; programs and activities that promote and improve relations between races and ethnic groups in the community; activities that reduce or eliminate ethnic tensions; and any similar programs and activities that the HRC Board and the City and the County mutually agreed upon.” *Interlocal Agreement between Escambia County and the City of Pensacola Related to the Escambia-Pensacola Human Relations Commission*, Sec. 1 (Sept. 15, 2005).

The FY2018 Escambia County budget for EPHRC is currently paid from Federal Community Development Block Grant funds. Additional funding is provided by the City of Pensacola. The Fair Housing Services Agreement was adopted December 14, 2017, as a result of FY18 funding from Federal CDBG funds. This agreement assigned supervisory oversight to the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department. CDBG funds can only be used in performance of Fair Housing activities.

	COUNTY General Fund	COUNTY CDBG Fund	COUNTY In-kind Rent/Utilities	CITY	ANNUAL TOTAL
FY 2016	\$ 70,153	\$ 18,500	\$ 16,900	\$ 79,000	\$ 184,553
FY 2017	\$ 78,881	\$ 18,500	\$ 16,900	\$ 79,000	\$ 193,281
FY 2018 (Budget)	\$ -	\$ 84,265	\$ 16,900	\$ 79,000	\$ 180,165

Section 1 Findings:

- A. EPHRC was established by inter-local agreement and is an independently reported special district subject to the reporting requirements of the Florida Auditor General. At the time of this review, EPHRC had not complied with the Auditor General’s requirement by failing to submit an audited financial report in 2007, 2008, 2009, 2015, 2016, and 2017. EPHRC did not submit the required annual financial report (AFR) for 2007 until January 26, 2011, and has not submitted the AFR for 2016 or 2017. The AFR is required within 45 days after the completed audit. Uniform Guidance and CDBG documentation requirements are not being met by EPHRC.
- B. The 2016 and 2017 W-2 forms were reviewed. Health insurance is offered by EPHRC on a reimbursement basis to the County. The EPHRC director is the only employee covered by

health insurance. Box 12 (code W) did not report employer contributions to the health insurance. Additionally, box 12 (code DD) did not reflect any employee deductions for the cost of employer sponsored health coverage. At the time of this review, EPHRC was four months behind on health insurance premium payments due to the County.

- C. EPHRC is required by Florida Statute §189.015(1) to provide annually to the local governing authority a schedule listing the date, time, and location of each scheduled meeting. Additionally, the schedule is to be published in a newspaper of general paid circulation. There was no evidence that this requirement was met in any of the years reviewed.
- D. EPHRC's website does not contain all of the information required by Florida Statute §189.069. Missing information includes the fiscal year used by the EPHRC, audit reports, budgets, listings of regularly scheduled public meetings, and a link to the Department of Financial Services' website. EPHRC has failed to provide the agenda and meeting materials at least 7 days before each meeting or workshop and leave that information available in electronic format on the website for at least 1 year after the event. §189.069(2)(a)16, *Fla. Stat.*
- E. EPHRC has audit findings in 2014, 2015, 2016, and 2017 related to internal control. The finding is a deficiency in overall segregation of duties. Corrective action recommendations are present in each audit but have not implemented to the auditor's satisfaction.
 - o 2016 – EPHRC paid \$13,272 in Audit & Accounting Services
 - o 2017 – EPHRC paid \$15,944 in Audit & Accounting Services
 - o 2018 – EPHRC budgeted \$16,000 in Audit & Accounting Services

SECTION 2: Obtain an understanding of the complaints received

Complaints were received from a former EPHRC board member and two former EPHRC employees about EPHRC staff activities and use of government funds for personal benefit. The complainants allege impropriety in many areas including hiring practices, time keeping, vacation and paid time off, purchasing, donations, and personal use of equipment including removal of equipment from EPHRC premises.

Section 2 Findings:

According to an internal audit conducted by the EPHRC Board, personnel files are not complete. Per the report, missing documentation includes a resume for the Executive Director, salary information, paid leave documentation, job descriptions, and evaluations. There is no documentation of activities conducted when hiring staff such as advertising, interviews, etc.

- A. The vacation policy is not stated in the Employee Handbook. Per the Executive Director, the policy is one week per year of employment up to 5 weeks.

- B. Pursuant to the allegation made in the complaints, there is equipment that was purchased and reimbursed through the City of Pensacola that is not on the EPHRC premises. The following items were not available for viewing at the EPHRC offices:

- o 2 Bluetooth headsets
- o 2 Web cameras
- o 1 Laptop computer
- o 1 Mobile cart

With the exception of the Web cameras, the Executive Director said all of the items were broken and thrown out even though a two-year warranty was purchased for the laptop and one of the Bluetooth headsets. The Executive Director had no explanation for the 2 Web cameras.

- C. A specific complaint was received involving an invoice from JT Computers. Included in the reimbursements from the City of Pensacola was an irregularity involving JT Computers. There is an invoice #1332 for \$175.00 dated 08/29/13. In the same reimbursement package, there is another invoice from the same vendor with the same invoice number and amount but dated 02/03/16. Also, the check from EPHRC to the vendor is dated 01/28/16, several days prior to the invoice date. This scenario is consistent with the allegations presented by the complainants. The invoice was only paid once on the reimbursement even though two invoices were presented.
- D. The complainants stated printing was being done for parties other than EPHRC, including printing of wedding invitations and church bulletins. The reimbursement packages included several invoices for specialty paper and related supplies.
- E. The complaints included allegations of special treatment for family members and friends of the Executive Director and EPHRC Commissioners when determining where community relations dollars were allocated. The following organizations received money or items from EPHRC during the periods reviewed:
- o Alpha Kappa Alpha Delta Iota Omega Chapter 2014 Debutante Cotillion
 - o Truth for Youth
 - o Booker T. Washington High School Cheerleading Booster Association
 - o Epps Christian Center
 - o Pensacola Alumni Chapter of Kappa Alpha Psi Fraternity, Inc.

SECTION 3: Obtain an understanding of client intake/problem resolution procedures

Based on interviews of the Executive Director and Fair Housing Officer, the procedures for intake and resolution of a complaint are as follows: When a citizen contacts EPHRC with an issue, the individual is provided with complaint forms. If the individual returns the completed forms, it is considered a filed complaint. The EPHRC staff will contact the complainant's landlord or

management personnel associated with the property (respondent). The respondent then has 10 days to answer the complaint. The EPHRC Housing Officer will attempt to mediate between the property owner and tenant. However, if the property owner does not respond to the initial complaint, the issue is dropped by EPHRC.

If a complaint was determined to be discriminatory, the process could go further including a hearing before the EPHRC Commissioners. However, none of the complaints reviewed rose to that level.

Section 3 Findings:

EPHRC exterior doors are controlled via a secure entry, requiring someone inside the office to allow entrance. The majority of client intake was done via telephone. EPHRC had 5 staff positions during FY2016 and 2017, and it has 3 staff positions in 2018. EPHRC pays a contractual accountant \$500/month for accounting services in addition to paying another outside firm for the fiscal year-end audit.

EPHRC Employee	2016	2017	2018	PRIMARY RESPONSIBILITY
▪ Rebecca Hale	\$ 51,525	\$ 51,525	\$ 51,525	Director/Client intake & resolution
▪ Eldric Connors	\$ 30,342	\$ 31,750	\$ 31,750	Client intake & resolution
▪ Catrina Sword	\$8.05/hr	\$8.10/hr	\$9.30/hr	Office assistance
▪ Elmora Locke	\$8.10/hr	\$8.10/hr		Office assistance
▪ Ronchel Walker	\$9.30/hr	\$9.30/hr		Office assistance
▪ Jaime Scott	\$8.05/hr			Office assistance

SECTION 4: Quantify clients served and make a determination on efficiency and relevance of operations.

Documentation detailing client call activity was reviewed for FY16, FY17, and FY18 through February 28, 2018 to determine the number of clients and level of service provided. Based on information provided by EPHRC, housing cases are categorized by type of case: Discrimination, Eviction, Housing Conditions, Technical Assistance or Other. Technical assistance is typically a situation where EPHRC provides contact information for the appropriate agency capable of assisting the caller. The findings represent telephone calls that are the cumulative total for client contact per year for all case types. The complaints filed represent the number of clients who completed and returned complaint paperwork, along with the corresponding number of complaints resolved.

Section 4 Findings:

- FY 18 through February 28, 2018:
 - o 69 Housing calls with 9 complaints filed, 1 complaint resolved.
 - o 30 Employment calls with 3 complaints filed, 0 complaints resolved
- FY 17:
 - o 177 Housing calls with 15 complaints filed, 5 complaints resolved.
 - o 58 Employment calls with 12 complaints filed, 0 complaints resolved.
- FY16:
 - o 199 Housing calls with 17 complaints filed, 1 complaint resolved.
 - o 165 Employment calls with 21 complaints filed, 0 complaints resolved.
- There were no complaints brought before the Commissioners in any of the years reviewed.

Recommendation:

Although the County has established by ordinance a requirement for a fair housing board, it is not necessary to fund an independent special district to meet this requirement. Our recommendation based on the findings contained in this report is to abolish the Escambia Pensacola Human Relation Commission, and scale down to a much reduced staff commensurate with the program activity.

While this report is in summary, there is additional detail available. Based on these findings, we recommend that the allegations be evaluated further by the appropriate agency.

Respectfully submitted,

Pam Childers

Clerk of the Circuit Court and Comptroller
Escambia County Florida

Report Prepared by:
Sharon Harrell, CPA, Interim Finance Director
Tammy Plant, Accountant II

March 7, 2019 Agenda Item and Ordinance 2019-13

MINUTES – March 7, 2019

REGULAR BCC AGENDA – Continued

12. Continued...

- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: To move the 5:33 in the affirmative, A, B, C, and D
Made by: Commissioner Underhill
Seconded by: Commissioner Barry
Disposition: Carried unanimously
Speaker(s): None

13. Recommendation: That the Board, at the 5:34 p.m. Public Hearing, adopt an Ordinance [Number 2019-13] creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances, establishing the Escambia-Pensacola Human Relations Commission.

Motion: To adopt an Ordinance creating Volume I, Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances, establishing the Escambia-Pensacola Human Relations Commission, as well as the following edits to that statement: • Page 2, Line 71; "Four (4) members appointed by the Escambia County Board of County Commissioners." • Page 2, Line 73: "Three (3) members appointed by the City of Pensacola; and" • Delete Page 2, Line 75 • Page 2, Line 80: "Four (4) members appointed by the Escambia County Board of County Commissioners." • Page 2, Line 82: "Three (3) members appointed by the City of Pensacola; and" • Delete Page 2, Line 84 • Amend subsections B and C to eliminate references to HRC appointees
Made by: Commissioner Barry
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

3/7/2019 5:34pm PH

ORDINANCE 2019-¹³

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; **ESTABLISHING THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION**; PROVIDING FOR THE COMPOSITION OF THE COMMISSION; DEFINING DUTIES AND POWERS OF THE COMMISSION; DEFINING A QUORUM AND VOTING REQUIREMENTS; PROVIDING FOR THE CONDUCT OF MEETINGS; PROVIDING FOR AN EXECUTIVE DIRECTOR AND STAFF LIAISON; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority granted in §163.01, Florida Statutes, Escambia County, Florida and the City of Pensacola previously entered into an Interlocal Agreement creating the Escambia-Pensacola Human Relations Commission to serve both the incorporated and unincorporated areas of Escambia County; and

WHEREAS, effective April 1, 2019, the Agreement will be terminated by the parties, and the operation of the Commission suspended to allow for a restructuring of the organization; and

WHEREAS, the Board of County Commissioners recognizes and reaffirms the need for the Escambia-Pensacola Human Relations Commission to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and

WHEREAS, the Board has determined it is in the best interest of the citizens of Escambia County to **reestablish the Escambia Pensacola Human Relations Commission** by duly enacted ordinance for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and

WHEREAS, the Board finds that reestablishing the Escambia Pensacola Human Relations Commission by ordinance serves a compelling public purpose for the benefit of the citizens of Escambia County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Creation. Volume I, Chapter 100, Article I, Sections 100-1 through 100-6 of the Code of Ordinances of Escambia County, Florida is hereby created to read as follows:

ARTICLE I. – ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Sec. 100-1. – Establishment; Purpose of Commission.

The Escambia-Pensacola Human Relations Commission is hereby established for the following purposes: 1) to provide local assistance to review and resolve employment and fair housing

discrimination complaints and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Sec. 100-2. – Membership; Terms of Office.

A. Composition- Upon the effective date of this Ordinance and for two years thereafter, the Escambia-Pensacola Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, the Escambia-Pensacola Human Relations Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

B. Terms of Office- Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. There will be no term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

C. Vacancies- In the event of a vacancy in any office of a Commissioner appointed by the County or City, the appointing authority will appoint a new Commissioner to serve the balance of the unexpired term. Upon the expiration of the term of office of any Commissioner, the appointing authority shall appoint a new Commissioner or reappoint the same Commissioner.

D. Removal- Members of the Commission may be removed by the appointing authority at any time. Additionally, the Commission may recommend to the relevant appointing authority the removal of a member who accrues two (2) unexcused absences from scheduled regular meetings of the Commission during a calendar year (January-December). Absences may be excused by a majority vote of the members present at any meeting. The Commission shall recommend to the relevant appointing authority the removal of a member who accrues three (3) or more

absences, either excused or unexcused, from scheduled regular meetings of the Commission during a calendar year (January-December).

E. Officers-

1) Chairman. The Escambia-Pensacola Human Relations Commission shall elect a Chairman by a majority vote of the Commission to preside at all Commission meetings. The Chairman will be elected at the first meeting in January of each year and serve for a term of one year until the first meeting in January of the following year. There shall be no term limits to serve as Chairman.

2) Vice Chairman. The Escambia-Pensacola Human Relations Commission shall elect a Vice Chairman by a majority vote of the Commission to preside and act on behalf of the Chairman in the Chairman's absence or incapacity.

F. Compensation- Commissioners will not receive any salary or compensation for services performed for the Commission.

Sec. 100-3. – Duties and Powers of the Commission.

The Escambia-Pensacola Human Relations Commission shall have the following duties and powers:

- 1) To maintain an office at a location within Escambia County;
- 2) To conduct regular meetings within Escambia County;
- 3) To accept gifts, bequests, grants, or other payments from public or private donors, for the purpose of carrying out the powers and duties enumerated herein;
- 4) To enter into contracts for the purpose of carrying out the powers and duties enumerated herein;
- 5) To adopt, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission;
- 6) To receive and evaluate grant applications and forward to the County Administrator for review prior to final submission;
- 7) To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec. 58-91 – 58-103, Escambia County Code of Ordinances;
- 8) To receive or initiate complaints alleging employment or fair housing discrimination in Escambia County on the basis of race, color, national origin, age, disability, family or religious status, and provide recommendations to eliminate such discrimination;
- 9) To investigate complaints alleging employment or fair housing discrimination and conduct public hearings to determine the relevant facts concerning such complaints;
- 10) To refer complaints to the appropriate local, state, or federal agencies;
- 11) To recommend methods to eliminate employment or fair housing discrimination;
- 12) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups, or otherwise alleviate ethnic tension;
- 13) To promote equal opportunity in employment and housing in Escambia County;
- 14) To render an annual comprehensive written report to the Escambia County Board of County Commissioners concerning the operations of the Commission;
- 15) On or before May 1st, to submit a proposed budget for the upcoming fiscal year to the County Administrator;
- 16) On or before September 1st, to adopt and amend a line item budget for the upcoming fiscal year, including all estimated receipts, fund balances, and all estimated expenditures;

- 17) To maintain detailed records of all transactions relating to the operation of the Commission, including, but not limited to, financial and cost accounting data, and payroll administration records, and procurement and supply records;
- 18) To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report;
- 19) To procure and maintain adequate insurance coverage, including workers' compensation, commercial general liability, business automobile and umbrella liability coverage;
- 20) To appoint an Executive Director who shall serve at the pleasure of the Commission.

Sec. 100-4. –Quorum; Voting.

During the initial two-year term, five (5) of the nine (9) Commission members shall constitute a quorum. Thereafter, four (4) of the seven (7) Commission members shall constitute a quorum. Each member shall exercise one vote for all matters subject to a vote of the Commission. All matters will be decided by a majority vote of the members present. No member may abstain from voting unless the member has a conflict of interest.

Sec. 100-5. –Meetings.

A. Meetings- The Escambia-Pensacola Human Relations Commission shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting dates shall be distributed to all Commission members in December of the preceding calendar year. Special meetings may also be scheduled as the Commission deems necessary or upon the request of the Chairman. The meetings of the Commission will be subject to the requirements of Florida's Government in the Sunshine Law and the Florida Public Records Act.

B. Rules of Procedure- All meetings will be conducted in accordance with the current edition of Robert's Rules of Order, except to the extent the provisions thereof are inconsistent with this Ordinance.

C. Records- Minutes shall be taken at all meetings of the Commission. The minutes of the previous meeting shall be submitted for approval to the Commission at the next scheduled regular meeting. The written summary of each meeting shall reflect the meeting date, time, and location, confirmation of public notice, persons in attendance, items discussed, and a record of any official action taken by the Commission during the meeting. The minutes will also record the vote of each member for each action and any member's absence or failure to vote.

Sec. 100-6. – Executive Director; Staff Liaison.

A. Executive Director- The Executive Director of the Escambia-Pensacola Human Relations Commission will be appointed by and serve at the pleasure of the Commission. The Executive Director and any staff will, at all times, remain the sole and exclusive employees or agents of the Commission and shall be paid by the Commission. The Executive Director will be responsible for the following duties:

- 1) Effectuating the purposes and policies of the Commission and assisting the Commission with implementing the provisions of this Ordinance and all other applicable rules, regulations, or other Code provisions pertaining to employment and fair housing discrimination;
- 2) Concurrently serving as the Fair Housing Director as further described in Sec. 58-95

- 58-96, Escambia County Code of Ordinances;
- 3) Serving as the Secretary to the Commission and attending all Commission meetings;
 - 4) Preparing, in consultation with the Chairman, the agenda for all Commission meetings;
 - 5) Distributing the agenda for all Commission meetings at least one day prior to the scheduled meeting date;
 - 6) Preparing and retaining the minutes of all Commission meetings;
 - 7) Serving as the records custodian for the Commission;
 - 8) Submitting a proposed annual budget and comprehensive written report to the Commission on or before April 1st of each fiscal year;
 - 9) Monitoring all expenditures and administering the approved annual budget so as to maintain the operations of the Commission without incurring an operating deficit;
 - 10) Ensuring compliance with the spending limitations imposed by the Commission's annual budget;
 - 11) Managing and supervising all staff, including the authority to hire and discharge all staff employed by the Commission;
 - 12) Ensuring compliance with all federal, state, and local laws and regulations relating to employment, including, but not limited to, wage rates, social security, unemployment insurance and workers' compensation insurance;
 - 13) Maintaining a record of all current employees and a description of each job classification.

B. County Staff Liaison- The Division Manager of the Escambia County Neighborhood Enterprise Division will serve as the County's staff liaison to the Commission. The staff liaison will attend all meetings of the Commission and coordinate with the Executive Director to provide necessary support to carry out the purposes and objectives of the Commission.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

[REST OF PAGE INTENTIONALLY BLANK]

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this 7th day of March 2019.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: PAM CHILDERS
Clerk of the Court
Pam Childers
Deputy Clerk



Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 3/8/19

ENACTED: March 7, 2019

FILED WITH THE DEPARTMENT OF STATE: March 12, 2019

EFFECTIVE DATE: March 12, 2019

Records from Department of Commerce and Department of Financial Services

Home

Entity: *Begin typing the entity name in the field below or use it as a drop-down selector*

Special District - Escambia-Pensacola Human Relations C... ▾

AFR Year

- ☐ 2017
- ☐ 2016
- ☐ 2015
- ☐ 2014
- ☐ 2013
- ☐ 2012

Current Entity

- Name: Escambia-Pensacola Human Relations Commission
- Entity Type: Special District
- Entity ID: 300845
- Unit Status: Dissolved
- Creation Date: 01/01/1993
- Dissolved Date: 03/12/2019
- Contacts:
- Can Report: false
- District Type: Other Special District

Contact Info

850-413-5571

LocalGov@MyFloridaCFO.com

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Dissolved District	Status	County	Dissolution Document	Date Dissolved
Deering Park Center Community Development District	Independent	Volusia	City Ordinance 2021-O-40	September 27, 2021
DeFuniak Springs Community Redevelopment Agency (old)	Dependent	Walton	Resolution 96-14	September 9, 1996
Deltona Fire District	Independent	Volusia	HB1515	June 27, 1996
Desoto County Industrial Development Authority	Dependent	DeSoto	Dissolved by Co. Res	October 24, 2006
Dove Pond Community Development District	Independent	Leon	City Ord 17-O-07	May 24, 2017
Dunbar Community Redevelopment NID	Independent	Lee	Co. Ord. 96-03	June 27, 1996
Dunnellon Airport Authority	Dependent	Marion	House Bill 1463 (2020)	June 9, 2020
Duval County Hospital Authority	Independent	Duval	90-451	June 27, 1996
Duval County Research and Development Authority	Dependent	Duval	City Ordinance 2024-257-E	April 25, 2024
Eagle Bay Sub-Drainage District	Independent	Okeechobee	Ch. 2016-247, LOF	March 25, 2016
Eagles Community Development District, The	Independent	Hillsborough	Co. Ord. 93-24, 12/1	March 28, 1994
East County Water Control District	Independent	Multi	HB 1255 (2015)	June 10, 2015
East Davie Neighborhood Improvement District	Independent	Broward	Ord. 91-2, 1/2/91	June 27, 1996
East Milton Fire Protection & Rescue Service District	Independent	Santa Rosa	92-129, now MSBU	June 27, 1996
East Mulloch Drainage District	Independent	Lee	Chapter 2018-174, Laws of Florida	October 1, 2018
East Volusia Transportation District	Dependent	Volusia	Ord 2016-09	May 5, 2016
Eastern Volusia Regional Water Authority	Dependent	Volusia	City of Holly Hill Resolution No. 2021-102	March 17, 2021
East-West Neighborhood Improvement District	Dependent	Miami-Dade	City Ordinance 2022-04	January 12, 2022
Entrada Community Development District (Lee County)	Independent	Lee	City Ord 35-12	December 10, 2012
Entrada Community Development District (Pinellas County)	Independent	Pinellas	Repealed by City Ord 271-H	May 11, 2017
Escambia County Area Transit Authority	Dependent	Escambia	County Ordinance 2019-28	October 11, 2019
Escambia-Pensacola Human Relations Commission	Independent	Escambia	Interlocal agreement superseded by entity that is not a special district, per county attorney.	March 12, 2019
Eustis Health Facilities Authority	Dependent	Lake	Per Ord. 02-37	May 2, 2002

Escambia County Human Relations Commission, Inc.
Sunbiz.org & Articles of Incorporation



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Detail by Entity Name

Florida Not For Profit Corporation

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

Filing Information

Document Number N19000013138
FEI/EIN Number 84-3677134
Date Filed 12/19/2019
Effective Date 12/13/2019
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 03/03/2022
Event Effective Date NONE

Principal Address

150 West Maxwell Street
Pensacola, FL 32501

Changed: 01/24/2022

Mailing Address

150 West Maxwell Street
Pensacola, FL 32501

Changed: 01/24/2022

Registered Agent Name & Address

HENDERSON, AL F
150 West Maxwell Street
Pensacola, FL 32501

Name Changed: 01/24/2022

Address Changed: 01/24/2022

Officer/Director Detail

Name & Address

Title P

MAY, LUMON
221 PALAFOX PLACE
PENSACOLA, FL 32502

Title VP

WYER, BRIAN
321 NORTH DEVILLIERS STREET - SUITE 104
PENSACOLA, FL 32501

Title T

Griffin Jr, Harold E
1902 W Gregory St
Pensacola, FL 32502

Title Director

HOPSON, PhD, JOYCE
3910 POTOSI ROAD
PENSACOLA, FL 32504

Title Director

BRICKER, RANDY
P.O. bOX 1319
PENSACOLA, FL 32591

Title Director

MAIR, KEVIN
150 West Maxwell Street
Pensacola, FL 32501

Title Director

ROBINSON, SYDNEY
13 PALAFOX PLACE
PENSACOLA, FL 32502

Title Director

MORRISSETTE, HALEY
4236 ACACIA DRIVE
PENSACOLA, FL 32503

Title Director

Broughton, Teniade'
413 Fairfax Drive
Pensacola, FL 32503

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	02/09/2023
2024	03/07/2024

Document Images

03/07/2024 -- ANNUAL REPORT	View image in PDF format
02/09/2023 -- ANNUAL REPORT	View image in PDF format
03/03/2022 -- Amendment	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
05/25/2021 -- ANNUAL REPORT	View image in PDF format
04/14/2020 -- ANNUAL REPORT	View image in PDF format
12/19/2019 -- Domestic Non-Profit	View image in PDF format

Electronic Articles of Incorporation For

N19000013138
FILED
December 19, 2019
Sec. Of State
tburch

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

Article II

The principal place of business address:

2257 NORTH BAYLEN STREET
PENSACOLA, FL. US 32501

The mailing address of the corporation is:

2257 NORTH BAYLEN STREET
PENSACOLA, FL. US 32501

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE ASSISTANCE TO REVIEW AND RESOLVE EMPLOYMENT AND FAIR HOUSING DISCRIMINATION COMPLAINTS REGARDLESS OF RACE, COLOR, GENDER, NATIONAL ORIGIN, AGE, DISABILITY, FAMILY, OR RELIGIOUS STATUS; AND, TO ROVE COMMUNITY RELATIONS.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

MARILYN D WESLEY
2257 NORTH BAYLEN STREET
PENSACOLA, FL. 32501

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: MARILYN D WESLEY

Article VI

The name and address of the incorporator is:

LUMON MAY
221 PALAFOX PLACE

PENSACOLA, FL 32502

Electronic Signature of Incorporator: LUMON MAY

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
LUMON MAY
221 PALAFOX PLACE
PENSACOLA, FL. 32502 US

Title: VP
BRIAN WYER
321 NORTH DEVILLIERS STREET - SUITE 104
PENSACOLA, FL. 32501 US

Title: T
JEWEL CANNADA-WYNN
605 WEST BLOUNT STREET
PENSACOLA, FL. 32501 US

Title: D
PATRICK BOUDREAUX
4115 BAISDEN ROAD
PENSACOLA, FL. 32503

Title: D
RON HELMS
1704 EAST MORENO STREET
PENSACOLA, FL. 32503 US

Title: D
JOYCE HOPSON
3910 POTOSI ROAD
PENSACOLA, FL. 32504 US

Article VIII

The effective date for this corporation shall be:

12/13/2019

March 15, 2022 Agenda Item & Ordinance 2020-4

REGULAR BCC AGENDA – Continued

11. Recommendation: That the Board, at the 5:35 p.m. Public Hearing, take the following action concerning the Fiscal Year 2020 Grant Application for Federal Transit Administration (FTA), Section 5307 Funds, for operating and capital expenses:

- A. Conduct a Public Hearing for the purpose of receiving comments from the general public on the Grant Application by the Mass Transit Department, for \$3,648,678 in Federal Assistance, for Operating and Capital expenses;
- B. Approve, or amend and approve, the Grant Application after receiving comments at the Public Hearing;
- C. Adopt the Resolution [R2020-21] authorizing the Chairman to execute all appropriate documents for the processing and receipt of federal funds from the Federal Transit Administration; and
- D. Authorize the Mass Transit Department Director to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[The Grant Application is for a total of \$3,648,678. Operating Assistance of \$2,500,000 requires a local 50% match. Operating costs will be reimbursed at 50% up to the allowed maximum of \$2,500,000. The local match is included in the Fiscal Year 2020 Budget. Preventive Maintenance, ADA Paratransit service, Baldwin County and Safety requires a 20% local match of \$337,169.50. The 20% local Match is covered by Florida Toll Revenue Credits.]

Motion: Move the item
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): None

12. Recommendation: That the Board, at the 5:36 p.m. Public Hearing, adopt an Ordinance [Number 2020-4] amending Chapter 100, Article I, Sections 100-1 through 100-6, of the Escambia County Code of Ordinances establishing the Escambia-Pensacola Human Relations Commission.

Motion: Move the 5:36 in the affirmative
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): None

Ordinance language
Established "Escambia
County Human
Relations Commission"

**Escambia County
Clerk's Original**

3/5/2020 5:36pm P.H.

ORDINANCE 2020- 4

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA AMENDING VOLUME I, CHAPTER 100, ARTICLE I, SECTIONS 100-1 – 100-3 AND 100-5 – 100-6 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION (FORMERLY THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION); AMENDING SECTIONS 100-1 AND 100-3 TO CLARIFY THE STATED PURPOSE OF THE COMMISSION; AMENDING SECTION 100-2 TO REVISE PROVISIONS RELATING TO REMOVAL AND OFFICERS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 7, 2019, the Board of County Commissioners enacted Ordinance 2019-13 to reestablish the Escambia-Pensacola Human Relations Commission for the purpose of continuing to provide the community with local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations in Escambia County; and

WHEREAS, since the enactment of Ordinance 2019-13, the agency was renamed the Escambia County Human Relations Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 through 100-3 and 100-5 through 100-6 require amendment to accurately reflect the current name of the Commission; and

WHEREAS, the Board of County Commissioners finds that Sections 100-1 and 100-3 require amendment to clarify the stated purpose of the Commission; and

WHEREAS, the Board of County Commissioners finds that Section 100-2 requires amendment to revise provisions relating to the removal of a member and the Chairman's term of office; and

WHEREAS, the Board further finds the proposed amendments to the Escambia County Code of Ordinances serve a compelling public purpose for the benefit of the citizens of Escambia County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Amendment. Volume I, Chapter 100, Article I, Sections 100-1 through 100-3 and 100-5 through 100-6 of the Code of Ordinances of Escambia County, Florida are hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

ARTICLE I. – ~~ESCAMBIA-PENSACOLA~~ ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION

Sec. 100-1. – Establishment; Purpose of Commission.

The Escambia-Pensacola County Human Relations Commission is hereby established for the

Verified By: *K. R. S. W. N.*

Date: *3/12/2020*

following purposes: 1) to provide local assistance to review and resolve employment discrimination complaints based upon race, color, religion, sex, pregnancy, national origin, age, disability, or marital status, and fair housing discrimination complaints based upon race, color, religion, national origin, sex, disability, or familial status and improve community relations for all persons in Escambia County regardless of race, color, national origin, age, disability, family or religious status; and 2) to improve community relations, which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

Sec. 100-2. – Membership; Terms of Office.

A. Composition- ~~Upon the effective date of this Ordinance~~ Commencing on October 1, 2019, and for two years thereafter, the Escambia-Pensacola County Human Relations Commission shall be composed of nine (9) voting members:

One (1) member of the Escambia County Board of County Commissioners who is appointed by a majority vote of the Escambia County Board of County Commissioners to perform *ex officio* the functions of an additional office;

One (1) member of the City of Pensacola City Council who is appointed by a majority vote of the City of Pensacola City Council to perform *ex officio* the functions of an additional office;

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

Upon the expiration of the initial two-year term, the ~~Escambia-Pensacola Human Relations~~ Commission shall be composed of seven (7) voting members:

Four (4) members appointed by the Escambia County Board of County Commissioners; and

Three (3) members appointed by the City of Pensacola.

B. Terms of Office- Upon the expiration of the initial two-year term, two members appointed by the Escambia County Board of County Commissioners and one member appointed by the City of Pensacola shall each serve a three-year term. The remaining two members appointed by the Escambia County Board of County Commissioners and two members appointed by the City of Pensacola shall each serve a two-year term. Thereafter, all Commissioners will serve two-year staggered terms. There will be no term limits for a member to serve on the Commission. All members of the Commission shall be electors of Escambia County.

C. Vacancies- In the event of a vacancy in any office of a Commissioner appointed by the County or City, the appointing authority will appoint a new Commissioner to serve the balance of the unexpired term. Upon the expiration of the term of office of any Commissioner, the appointing authority shall appoint a new Commissioner or reappoint the same Commissioner.

D. Removal- Members of the Commission may be removed by the appointing authority at any time. Additionally, the Commission may recommend to the relevant appointing authority the removal of a member who accrues ~~two (2) unexcused~~ three (3) absences from scheduled regular

meetings of the Commission during a calendar year (January-December). Absences may be excused by a majority vote of the members present at any meeting. ~~The Commission shall recommend to the relevant appointing authority the removal of a member who accrues three (3) or more absences, either excused or unexcused, from scheduled regular meetings of the Commission during a calendar year (January-December).~~

E. Officers-

1) **Chairman.** ~~The Escambia-Pensacola Human Relations Commission shall elect a Chairman by a majority vote of the Commission to preside at all Commission meetings. The Chairman will be elected at the first meeting in January of each year and serve for a term of one two years until the first meeting in January of the following year. There shall be no term limits to serve as Chairman.~~

2) **Vice Chairman.** ~~The Escambia-Pensacola Human Relations Commission shall elect a Vice Chairman by a majority vote of the Commission to preside and act on behalf of the Chairman in the Chairman's absence or incapacity.~~

F. Compensation- Commissioners will not receive any salary or compensation for services performed for the Commission.

Sec. 100-3. – Duties and Powers of the Commission.

The Escambia-Pensacola County Human Relations Commission shall have the following duties and powers:

- 1) To maintain an office at a location within Escambia County;
- 2) To conduct regular meetings within Escambia County;
- 3) To accept gifts, bequests, grants, or other payments from public or private donors, for the purpose of carrying out the powers and duties enumerated herein;
- 4) To enter into contracts for the purpose of carrying out the powers and duties enumerated herein;
- 5) To adopt, amend, and rescind rules and regulations to effectuate the purposes and policies of the Commission;
- 6) To receive and evaluate grant applications and forward to the County Administrator for review prior to final submission;
- 7) To serve as the Fair Housing Board established pursuant to Chapter 58, Article IV, Sec. 58-91 – 58-103, Escambia County Code of Ordinances;
- 8) To receive or initiate complaints alleging employment discrimination or fair housing discrimination in Escambia County ~~on the basis of race, color, national origin, age, disability, family or religious status,~~ and provide recommendations to eliminate such discrimination;
- 9) To investigate complaints alleging employment or fair housing discrimination and conduct public hearings to determine the relevant facts concerning such complaints;
- 10) To refer complaints to the appropriate local, state, or federal agencies;
- 11) To recommend methods to eliminate employment or fair housing discrimination;
- 12) To conduct programs and activities that promote or improve relations between the public and law enforcement, between races and ethnic groups, or otherwise alleviate ethnic tension;
- 13) To promote equal opportunity in employment and housing in Escambia County;
- 14) To render an annual comprehensive written report to the Escambia County Board of County Commissioners concerning the operations of the Commission;

- 15) On or before May 1st, to submit a proposed budget for the upcoming fiscal year to the County Administrator;
- 16) On or before September 1st, to adopt and amend a line item budget for the upcoming fiscal year, including all estimated receipts, fund balances, and all estimated expenditures;
- 17) To maintain detailed records of all transactions relating to the operation of the Commission, including, but not limited to, financial and cost accounting data, and payroll administration records, and procurement and supply records;
- 18) To retain an independent auditor to perform an annual audit, which shall be included in the annual comprehensive written report;
- 19) To procure and maintain adequate insurance coverage, including workers' compensation, commercial general liability, business automobile and umbrella liability coverage;
- 20) To appoint an Executive Director who shall serve at the pleasure of the Commission.

Sec. 100-4. –Quorum; Voting.

During the initial two-year term, five (5) of the nine (9) Commission members shall constitute a quorum. Thereafter, four (4) of the seven (7) Commission members shall constitute a quorum. Each member shall exercise one vote for all matters subject to a vote of the Commission. All matters will be decided by a majority vote of the members present. No member may abstain from voting unless the member has a conflict of interest.

Sec. 100-5. –Meetings.

A. Meetings- The Escambia-Pensacola County Human Relations Commission shall establish a schedule of regular meetings, which shall be held at least monthly. A schedule of each year's regular meeting dates shall be distributed to all Commission members in December of the preceding calendar year. Special meetings may also be scheduled as the Commission deems necessary or upon the request of the Chairman. The meetings of the Commission will be subject to the requirements of Florida's Government in the Sunshine Law and the Florida Public Records Act.

B. Rules of Procedure- All meetings will be conducted in accordance with the current edition of Robert's Rules of Order, except to the extent the provisions thereof are inconsistent with this Ordinance.

C. Records- Minutes shall be taken at all meetings of the Commission. The minutes of the previous meeting shall be submitted for approval to the Commission at the next scheduled regular meeting. The written summary of each meeting shall reflect the meeting date, time, and location, confirmation of public notice, persons in attendance, items discussed, and a record of any official action taken by the Commission during the meeting. The minutes will also record the vote of each member for each action and any member's absence or failure to vote.

Sec. 100-6. – Executive Director; Staff Liaison.

A. Executive Director- The Executive Director of the Escambia-Pensacola County Human Relations Commission will be appointed by and serve at the pleasure of the Commission. The Executive Director and any staff will, at all times, remain the sole and exclusive employees or agents of the Commission and shall be paid by the Commission. The Executive Director will be responsible for the following duties:

- 1) Effectuating the purposes and policies of the Commission and assisting the

Commission with implementing the provisions of this Ordinance and all other applicable rules, regulations, or other Code provisions pertaining to employment and fair housing discrimination;

- 2) Concurrently serving as the Fair Housing Director as further described in Sec. 58-95 – 58-96, Escambia County Code of Ordinances;
- 3) Serving as the Secretary to the Commission and attending all Commission meetings;
- 4) Preparing, in consultation with the Chairman, the agenda for all Commission meetings;
- 5) Distributing the agenda for all Commission meetings at least one day prior to the scheduled meeting date;
- 6) Preparing and retaining the minutes of all Commission meetings.
- 7) Serving as the records custodian for the Commission;
- 8) Submitting a proposed annual budget and comprehensive written report to the Commission on or before April 1st of each fiscal year;
- 9) Monitoring all expenditures and administering the approved annual budget so as to maintain the operations of the Commission without incurring an operating deficit;
- 10) Ensuring compliance with the spending limitations imposed by the Commission's annual budget;
- 11) Managing and supervising all staff, including the authority to hire and discharge all staff employed by the Commission;
- 12) Ensuring compliance with all federal, state, and local laws and regulations relating to employment, including, but not limited to, wage rates, social security, unemployment insurance and workers' compensation insurance;
- 13) Maintaining a record of all current employees and a description of each job classification.

B. County Staff Liaison- The Division Manager of the Escambia County Neighborhood Enterprise Division will serve as the County's staff liaison to the Commission. The staff liaison will attend all meetings of the Commission and coordinate with the Executive Director to provide necessary support to carry out the purposes and objectives of the Commission.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause, phrase, or portion of this Ordinance is for any reason found void, invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, independent, and severable provision such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Escambia County Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article", or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

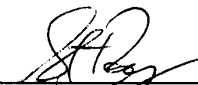
[SIGNATURE PAGE TO FOLLOW]

DONE AND ENACTED this 5th day of March 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

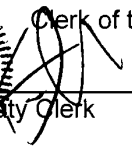
Date Executed
3/12/2020

By:


Steven Barry, Chairman



PAM CHILDERS
Clerk of the Court


Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-04-2020

ENACTED: **March 5, 2020**

FILED WITH THE DEPARTMENT OF STATE: **March 12, 2020**

EFFECTIVE DATE: **March 12, 2020**

Miscellaneous Appropriations Agreement Between Escambia County and
Escambia County Human Relations Commission, Inc.

Escambia County
Clerk's Original
10/17/2024 CARII-15

STATE OF FLORIDA
COUNTY OF ESCAMBIA
**MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN
ESCAMBIA COUNTY AND
ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.**

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and **Escambia County Human Relations Commission, Inc., a Florida not-for-profit corporation**, FEI/EIN 84-3677134, with administrative offices at 150 West Maxwell Street, Pensacola, Florida 32501 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

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

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

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

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2024/25 (October 1 through September 30), the sum of \$125,000.00 to conduct the program generally described as **Escambia County Human Relations Commission** (hereinafter referred to as the "Program") and more particularly described in Exhibit A, attached hereto and incorporated by reference herein; and

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

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

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

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

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

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

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

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

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and
2. Producing all documents required by the Internal Auditors; and
3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To successfully perform the Program described in Exhibit A.

Section 2. The Recipient may not enter into subcontracts or subgrants under this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 3. This Agreement shall be considered to have become effective on October 1, 2024 by the parties and will expire on the 30th day of September 2025, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) calendar days prior written notice of such cancellation to the other party.

Section 4. The County agrees to pay the recipient the sum of \$125,000.00 for the Program payable quarterly in accordance with the procedures set forth in Exhibit B, attached hereto and incorporated by reference herein.

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

Section 6. The Recipient agrees to provide the County with narrative progress reports on the Program to include basic statistical information relevant to the Program and a statement of expenditures made in each budget category and line item identified in the budget as set forth in Exhibit A. Such reports will be due every ninety (90) calendar days commencing with the effective date of this Agreement and a final report will be due within thirty (30) calendar days of the close of Fiscal Year 2024/2025. Disbursement of each monthly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

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

Section 8. The Recipient agrees that any funds provided by the County for the operation of the Program through September 30, 2025, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) calendar days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 9. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2025, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

Section 10. In accordance with §286.101, Florida Statutes, by executing this Agreement, Recipient certifies it has timely disclosed any current or prior interest of, contract with, or grant or gift received from a "foreign country of concern" as defined in Section 286.101(1)(b), Florida Statutes, if such interest, contract, grant, or gift has a value of \$50,000 or more and such interest existed at any time, or such contract, grant, or gift was received or in effect during the previous five (5) years. Reporting information may be obtained at the Department of Financial Services website: <http://www.myfloridacfo.com/Transparency>

[SIGNATURE PAGE TO FOLLOW]

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

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Steven Barry, Chairman

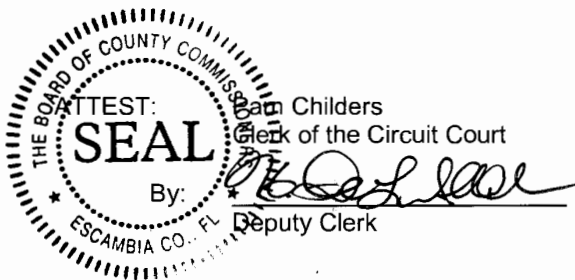
DATE: 10/17/2024

BCC APPROVED: 10/17/2024

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 09-27-2024



Attest:

[Signature]
Corporate Secretary

[SEAL]

ESCAMBIA COUNTY HUMAN RELATIONS
COMMISSION, INC.

By: [Signature] Brian Wyer, Vice-Chair

Date: 10/1/2024

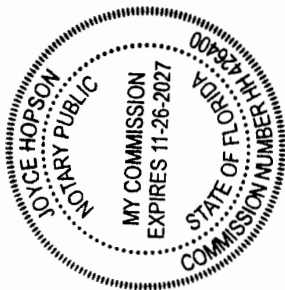


EXHIBIT A

2024-2025 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES
ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE
ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION, INC.

\$125,000.00

THE FIRST QUARTERLY REQUEST OF \$31,250.00 SHALL
BE PAID FOLLOWING EXECUTION OF THIS AGREEMENT.

SUBSEQUENT REQUESTS FOR PAYMENT MAY BE SUBMITTED
AT THE FIRST OF EACH QUARTER PROVIDED THAT THE FUNDS
OF THE PREVIOUS QUARTERLY PAYMENT HAVE BEEN
EXHAUSTED.

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Funding will be used to staff the Agency, provide the community assistance to
review and resolve employment and fair housing complaints, and develop and
implement programs to improve community relations, fostering a climate to
improve diversity, equity, and inclusion.

EXHIBIT B

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

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

- A fully completed W-9 form (these will need to be updated every two years);
- A fully executed Appropriations Agreement signed by the Recipient and an authorized County representative. It is the responsibility of the Recipient to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement;
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment for the previous quarters advance.**
- Appropriation payments are made to the Recipient in advance on a quarterly basis in accordance with the budget outlined in Exhibit A. Additional funds will not be released until the entity provides adequate supporting documentation showing proof of payments for eligible expenditures exhausting the sum of the previous advance.

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

Escambia County Human Relations Commission Leases

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

- B. Authorize the issuance of a Purchase Order, in conjunction with the Office of Purchasing for the purchase of a Dell EMC XC740xdENT Server for the Information Technology Department of Escambia County, Florida, to Dell, Inc., in the amount of \$39,279.68, according to the specifications outlined in the provided Quotes.

Vendor/Contractor	Fund	Amount	Contract/Agreement
Dell, Inc.	001 – General Fund 270102 – Cost Center 56401 – Object Code	\$39,279.68	Quote # 3000063624740.1, in the amount of \$39,000.00 Quote # 3000063608061.1, in the amount of \$279.68

Motion: Move item number 5 in the affirmative A and B

Made by: Commissioner Bergosh

Seconded by: Commissioner Bender

Disposition: Carried unanimously

6. Recommendation: That the Board take the following action:

- A. Adopt and authorize the Chairman to sign a Resolution [R2020-85] authorizing the lease of a portion of real property to the Escambia Pensacola Human Relations Commission (EPHRC); and
- B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Escambia Pensacola Human Relations Commission (EPHRC), for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of \$1 per year.

Motion: Move the item in the affirmative

Made by: Commissioner Underhill

Seconded by: Commissioner Bender

Disposition: Carried unanimously



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-18128

County Administrator's Report 11. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 07/16/2020

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Escambia Pensacola Human Relations Commission

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and Escambia Pensacola Human Relations Commission (EPHRC), for a Portion of County-Owned Property at 150 W. Maxwell Street, Pensacola, Florida - Cassie C. Boatwright, Facilities Management Director

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of a portion of real property to the Escambia Pensacola Human Relations Commission (EPHRC); and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and the Escambia Pensacola Human Relations Commission (EPHRC), for a portion of the property located at 150 W. Maxwell Street, Pensacola, Florida, 32501.

Rent is to be paid to the County, in the amount of \$1 per year.

BACKUP TO BE DISTRIBUTED UNDER SEPERATE COVER

BACKGROUND:

Lease Agreement with Escambia Pensacola Human Relations Commission (EPHRC), for a portion of real property located at 150 W. Maxwell Street (Exhibit A), Pensacola, FL 32501. The initial term of the lease is for three years and allows for the lease to be renewed for two successive two year terms.

The purpose of the Escambia Pensacola Human Relations Commission (EPHRC) is to provide the community with local assistance to review and resolve employment discrimination complaints based upon race, color, religion, sex, pregnancy, national origin, age, disability, or marital status, and fair housing discrimination complaints based upon race, color religion, national origin, sex, disability, or familial status; and, to improve community relations which shall be defined as programs that promote or improve relations between races and ethnic groups in the community.

BUDGETARY IMPACT:

Rent is to be paid to the County in the amount of \$1 per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 Maxwell Street, Escambia County, Florida; and

WHEREAS, the Escambia County Human Relations Commission (HRC) is a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019, by Ordinance Number 2019-13; and

WHEREAS, HRC has requested that the County lease a portion of the Property to HRC for use as an administrative office for its employment and fair housing discrimination assistance and community relations program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to HRC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to HRC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and HRC attached to this Resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Steven Barry, Chairman

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Esc. County Attorney
Date: June 9, 2020

**LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION**

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2020 by and between the Escambia County Human Relations Commission ("Lessee") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, the Escambia County Human Relations Commission is a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019, by Ordinance Number 2019-13, that provides certain services that promote the community interest and welfare, including local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations; and

WHEREAS, Lessee has requested that the County lease to it a portion of the property for use as an administrative office; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the property is not needed for County purposes and that it is in the best interest of the County to lease the property to Lessee under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Lessee that portion of the property (approximately 695 square feet) located at 150 West Maxwell Street, Pensacola, Florida, and office furniture as shown in the attached Exhibit A ("Property"). Additionally, Lessee will have shared use of the common areas, including the entrance, conference room, communications closet, breakroom, and restrooms.
3. Term. The initial term of the Lease shall be for three (3) years, commencing on August 1, 2020 (Effective Date). This Lease may be renewed by Lessee for two additional two (2) year terms, provided that Lessee delivers to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Lessee shall pay to the County as rent the sum of One Dollar (\$ 1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by Lessee may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. Lessee shall be responsible for ensuring that the Property is kept in a neat, safe, and orderly condition. Lessee shall be responsible for paying the provider directly for telephone, internet, and cable television. The County shall be responsible for all other utilities and maintenance.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

10. Insurance. Lessee shall procure and maintain, at its own expense, general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance must be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee shall not violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any certificate of insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the Lease.

11. Use of Premises. Lessee shall use the Property solely as an administrative office and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

LESSEE:

Lumon May, Chairman
Escambia County Human Relations Commission
150 West Maxwell Street
Pensacola, Florida 32501

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery, and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose

of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

15. Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease. Lessee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease will not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Lessee shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected, and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida and will not be more strictly construed against either party by reason that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: July 15, 2020

Deputy Clerk

LESSEE:
ESCAMBIA COUNTY HUMAN
RELATIONS COMMISSION

Witness Marilyn D. Wesley
Print Name Marilyn D. Wesley

Witness Destinee Padgett
Print Name Destinee Padgett

[Signature]
By: Lumon May, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of July, 2020, by Lumon May, as Chairman of the Escambia County Human Relations Commission. He ☒ is personally known to me, or ☐ has produced current _____ as identification.

[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

(Notary Seal)

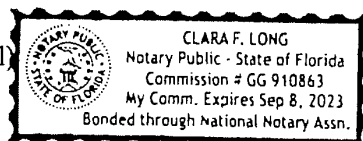
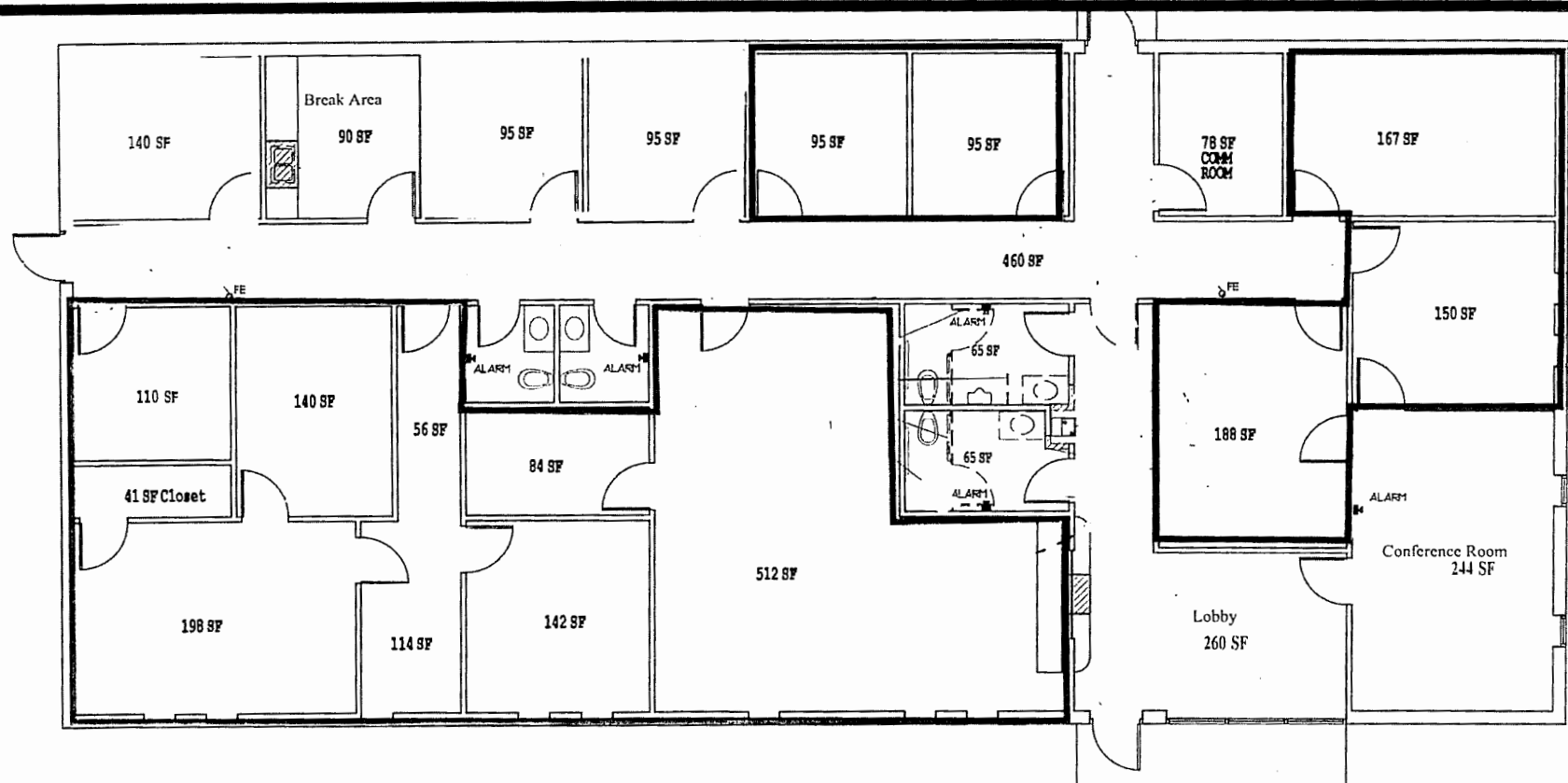


Exhibit A



Building is approximately 4200 SF

HRC

FUTURE USE

DIPLOMACY

BRACE

All non-outlined areas are shared by all tenants

**Escambia County
Clerk's Original**

7/16/2020 CAR II-6

RESOLUTION NUMBER R2020- 85

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 150 Maxwell Street, Escambia County, Florida; and

WHEREAS, the Escambia County Human Relations Commission (HRC) is a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019, by Ordinance Number 2019-13; and

WHEREAS, HRC has requested that the County lease a portion of the Property to HRC for use as an administrative office for its employment and fair housing discrimination assistance and community relations program; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to HRC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

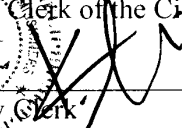
- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to HRC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and HRC attached to this Resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 16th day of July, 2020.

Date Executed

7/16/2020

ATTORNEY FOR THE COUNTY OF ESCAMBIA
PAM CHILDERS
Clerk of the Circuit Court

By: 

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:  Steven Barry, Chairman

This document approved as to form and legal sufficiency.

By: 

Title: Asst. County Attorney

Date: July 9 2020

**Escambia County
Clerk's Original**

7/16/2020 CART-6

**LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION**

THIS LEASE AGREEMENT is made and entered into this 16th day of July, 2020 by and between the Escambia County Human Relations Commission ("Lessee") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, the Escambia County Human Relations Commission is a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019, by Ordinance Number 2019-13, that provides certain services that promote the community interest and welfare, including local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations; and

WHEREAS, Lessee has requested that the County lease to it a portion of the property for use as an administrative office; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the property is not needed for County purposes and that it is in the best interest of the County to lease the property to Lessee under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Lessee that portion of the property (approximately 695 square feet) located at 150 West Maxwell Street, Pensacola, Florida, and office furniture as shown in the attached Exhibit A ("Property"). Additionally, Lessee will have shared use of the common areas, including the entrance, conference room, communications closet, breakroom, and restrooms.
3. Term. The initial term of the Lease shall be for three (3) years, commencing on August 1, 2020 (Effective Date). This Lease may be renewed by Lessee for two additional two (2) year terms, provided that Lessee delivers to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Lessee shall pay to the County as rent the sum of One Dollar (\$ 1.00) per year.

Verified By: [Signature]
Date: 7/20/2020

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by Lessee may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. Lessee shall be responsible for ensuring that the Property is kept in a neat, safe, and orderly condition. Lessee shall be responsible for paying the provider directly for telephone, internet, and cable television. The County shall be responsible for all other utilities and maintenance.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

10. Insurance. Lessee shall procure and maintain, at its own expense, general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance must be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee shall not violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any certificate of insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the Lease.

11. Use of Premises. Lessee shall use the Property solely as an administrative office and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

LESSEE:

Lumon May, Chairman
Escambia County Human Relations Commission
150 West Maxwell Street
Pensacola, Florida 32501

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery, and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose

of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

15. Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease. Lessee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease will not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Lessee shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected, and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida and will not be more strictly construed against either party by reason that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

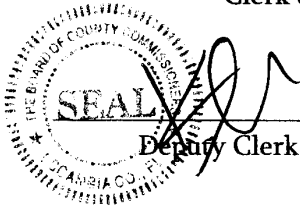
Date Executed

7/16/2020

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

[Signature]
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court



This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: July 15, 2020

LESSEE:

ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION

Witness Marilyn D. Wesley
Print Name Marilyn D. Wesley

Witness Destinee Padgett
Print Name Destinee Padgett

[Signature]
By: Lumon May, Chairman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of July 2020, by Lumon May, as Chairman of the Escambia County Human Relations Commission. He ☐ is personally known to me, or ☐ has produced current _____ as identification.

[Signature]
Signature of Notary Public
Clara F. Long
Printed Name of Notary Public

(Notary Seal)

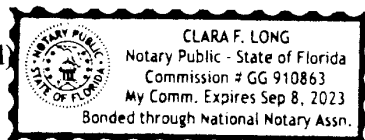
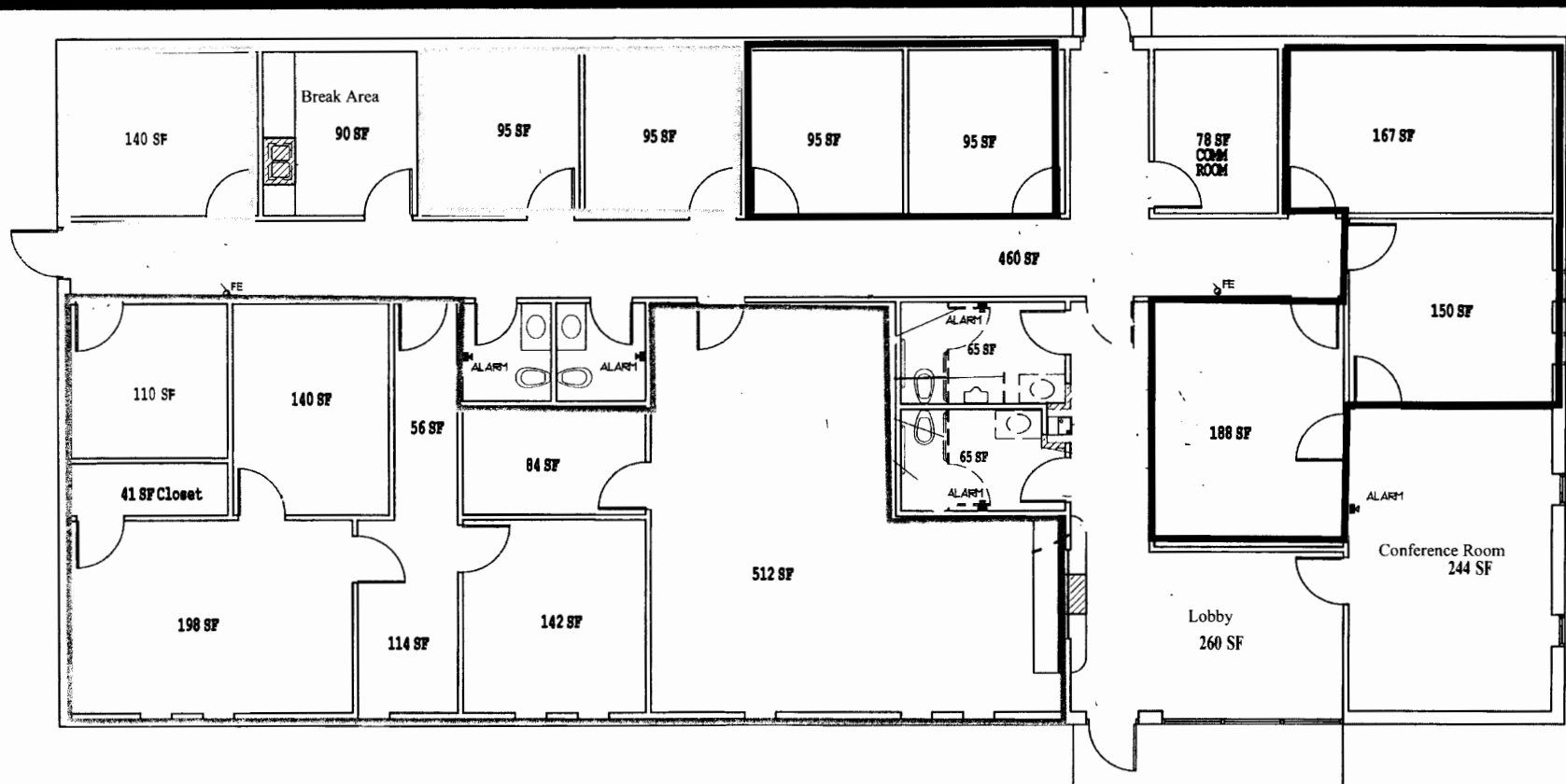


Exhibit A



Building is approximately 4200 SF

HRC

FUTURE USE

DIPLOMACY

BRACE

All non-outlined areas are shared by all tenants

MINUTES – JULY 18, 2023

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board take the following action regarding the First Renewal of Lease Agreement between Escambia County, Florida, and the Escambia County Human Relations Commission:

A. Approve the First Renewal of Lease Agreement between Escambia County, Florida, and the Escambia County Human Relations Commission for approximately 695 square feet, located at 150 West Maxwell Street, Pensacola, Florida, for an additional two-year term, commencing on August 1, 2023; and

B. Authorize the Chair to sign the Renewal of the Lease Agreement.

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda Items 1 through 55, with the exception of Items 25, 28, and 37, which were held for separate votes, as amended to drop Item 34. Item 50 was also amended.

Made by: Commissioner Bergosh

Seconded by: Commissioner Kohler

Disposition: Carried unanimously

30. Recommendation: That the Board take the following action regarding the First Renewal of Lease Agreement between Escambia County, Florida, and Gulf Coast Citizen Diplomacy Council, Inc.:

A. Approve the First Renewal of Lease Agreement between Escambia County, Florida, and Gulf Coast Citizen Diplomacy Council, Inc., for approximately 190 square feet, located at 150 West Maxwell Street, Pensacola, Florida, for an additional two-year term, commencing on August 1, 2023; and

B. Authorize the Chairman to sign the Renewal of the Lease Agreement.

Motion: Move the balance

For Information: The “balance” refers to Budget/Finance Consent Agenda Items 1 through 55, with the exception of Items 25, 28, and 37, which were held for separate votes, as amended to drop Item 34. Item 50 was also amended.

Made by: Commissioner Bergosh

Seconded by: Commissioner Kohler

Disposition: Carried unanimously



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

MEETING DATE: 7/18/2023

ITEM ID: 2023-9556

FROM: Robert Hogan, Department Director

DEPARTMENT: Facilities - Real Estate

ITEM TYPE: Budget/Finance Consent

SUBJECT: Recommendation Concerning the First Renewal of Lease Agreement Between Escambia County, Florida, and Escambia County Human Relations Commission - Robert E. Hogan, Facilities Management Department Director

RECOMMENDATION/REQUIRED ACTION:

That the Board take the following action regarding the First Renewal of Lease Agreement between Escambia County, Florida, and the Escambia County Human Relations Commission:

A. Approve the First Renewal of Lease Agreement between Escambia County, Florida, and the Escambia County Human Relations Commission for approximately 695 square feet, located at 150 West Maxwell Street, Pensacola, Florida, for an additional two-year term, commencing on August 1, 2023; and

B. Authorize the Chair to sign the Renewal of the Lease Agreement.

BACKGROUND SUMMARY:

Meeting in regular session on July 16, 2020, the Board approved the Lease Agreement between Escambia County, Florida, and the Escambia County Human Relations Commission for a portion of real property located at 150 West Maxwell Street. The initial term was for three years with the option to be renewed for two additional two-year terms. The Escambia County Human Relations Commission has expressed their intent to initiate the first of two renewals.

FISCAL IMPACT:

Lessee shall pay the County rent in the amount of one dollar per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Renewal of Lease was approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for lease agreements involving County-owned property

IMPLEMENTATION/COORDINATION:

Signatures are required by both parties.

ATTACHMENTS:

1. ECHR Renewal - Signed & STAMPED
 2. Human Relations Lease 2020
-

**FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION**

This First Renewal of Lease (First Renewal) is made and entered this 18th day of July 2023 by and between Escambia County, a political subdivision of the State of Florida (County) and the Escambia County Human Relations Commission, a local governmental entity.

WITNESSETH

WHEREAS, the County and the Escambia County Human Relations Commission entered that certain Lease dated July 16, 2020, for a portion of real property (695 square feet) located at 150 West Maxwell Street, Pensacola, Florida; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for an additional two (2) year term, provided that the Escambia County Human Relations Commission delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, the Escambia County Human Relations Commission has timely requested to renew the term of the Lease for the first of two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on August 1, 2023 and ending on July 31, 2025.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and the Escambia County Human Relations Commission have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of Circuit Court

By: _____
Deputy Clerk

Lumon J. May, Chairman

This document approved as to form
and legal sufficiency.

By: _____

Title: Asst. County Attorney

Date: July 11, 2023

Escambia County Human Relations
Commission

Witness Brian Wyer

Print Name Brian Wyer

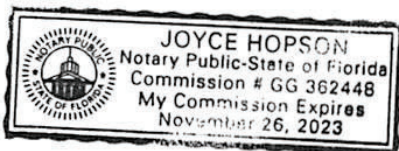
Witness Suprena V. Fletcher

Print Name Suprena V. Fletcher

Alphonsa Henderson
Alphonsa Henderson, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of July, 20 23 by, Alphonsa Henderson as Executive Director for the Escambia County Human Relations Commission, a local governmental entity. He ☒ is personally known to me, or () has produced _____ as identification and who did / did not take an oath.



(NOTARY SEAL)

Joyce Hopson
NOTARY PUBLIC
Print Name: Joyce Hopson
Commission Number: GG 362448
My commission expires: November 26, 2023

**Escambia County
Clerk's Original**

7/16/2020 CARE-10

**LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION**

THIS LEASE AGREEMENT is made and entered into this 16th day of July, 2020 by and between the Escambia County Human Relations Commission ("Lessee") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property located at 150 West Maxwell Street, Escambia County, Florida; and

WHEREAS, the Escambia County Human Relations Commission is a local governmental entity established by the Board of County Commissioners of Escambia County, Florida, on March 7, 2019, by Ordinance Number 2019-13, that provides certain services that promote the community interest and welfare, including local assistance to review and resolve employment and fair housing discrimination complaints and improve community relations; and

WHEREAS, Lessee has requested that the County lease to it a portion of the property for use as an administrative office; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the property is not needed for County purposes and that it is in the best interest of the County to lease the property to Lessee under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to Lessee that portion of the property (approximately 695 square feet) located at 150 West Maxwell Street, Pensacola, Florida, and office furniture as shown in the attached Exhibit A ("Property"). Additionally, Lessee will have shared use of the common areas, including the entrance, conference room, communications closet, breakroom, and restrooms.
3. Term. The initial term of the Lease shall be for three (3) years, commencing on August 1, 2020 (Effective Date). This Lease may be renewed by Lessee for two additional two (2) year terms, provided that Lessee delivers to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. Lessee shall pay to the County as rent the sum of One Dollar (\$ 1.00) per year.

5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless Lessee first obtains written authorization from the County. Lessee shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by Lessee may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. Lessee shall be responsible for ensuring that the Property is kept in a neat, safe, and orderly condition. Lessee shall be responsible for paying the provider directly for telephone, internet, and cable television. The County shall be responsible for all other utilities and maintenance.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of Lessee, its officers, employees, agents, and invitees.

8. Inspection. Lessee shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Lessee accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. Lessee agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by Lessee.

10. Insurance. Lessee shall procure and maintain, at its own expense, general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. Lessee shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance that reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance must be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

Lessee shall not violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of Lessee must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any certificate of insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the Lease.

11. Use of Premises. Lessee shall use the Property solely as an administrative office and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, Lessee shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and Lessee under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

LESSEE:

Lumon May, Chairman
Escambia County Human Relations Commission
150 West Maxwell Street
Pensacola, Florida 32501

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery, and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose

of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with Lessee's use of the Property.

15. Compliance with Laws. Lessee shall comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and Lessee after the date of this Lease. Lessee acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease will not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or Lessee's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. Lessee shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected, and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida and will not be more strictly construed against either party by reason that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

Date Executed
7/16/2020

ESCAMBIA COUNTY, FLORIDA by and
through its duly authorized BOARD OF
COUNTY COMMISSIONERS

[Signature]
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court



[Signature]
Deputy Clerk

This document approved as to form
and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: July 15, 2020

LESSEE:
ESCAMBIA COUNTY HUMAN
RELATIONS COMMISSION

Witness Marilyn D. Wesley
Print Name Marilyn D. Wesley

Witness Destinee Padgett
Print Name Destinee Padgett

[Signature]
By: Lumon May, Chairman

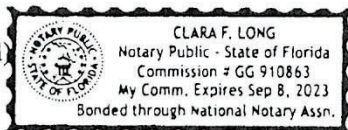
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☒ physical
presence or ☐ online notarization, this 16th day of July 2020, by Lumon May, as Chairman of
the Escambia County Human Relations Commission. He ☒ is personally known to me, or ☐
has produced current _____ as identification.

Clara F. Long
Signature of Notary Public

Clara F. Long
Printed Name of Notary Public

(Notary Seal)



5

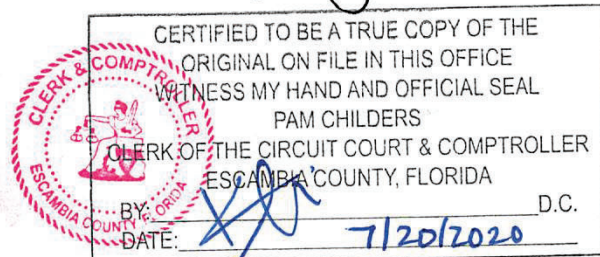
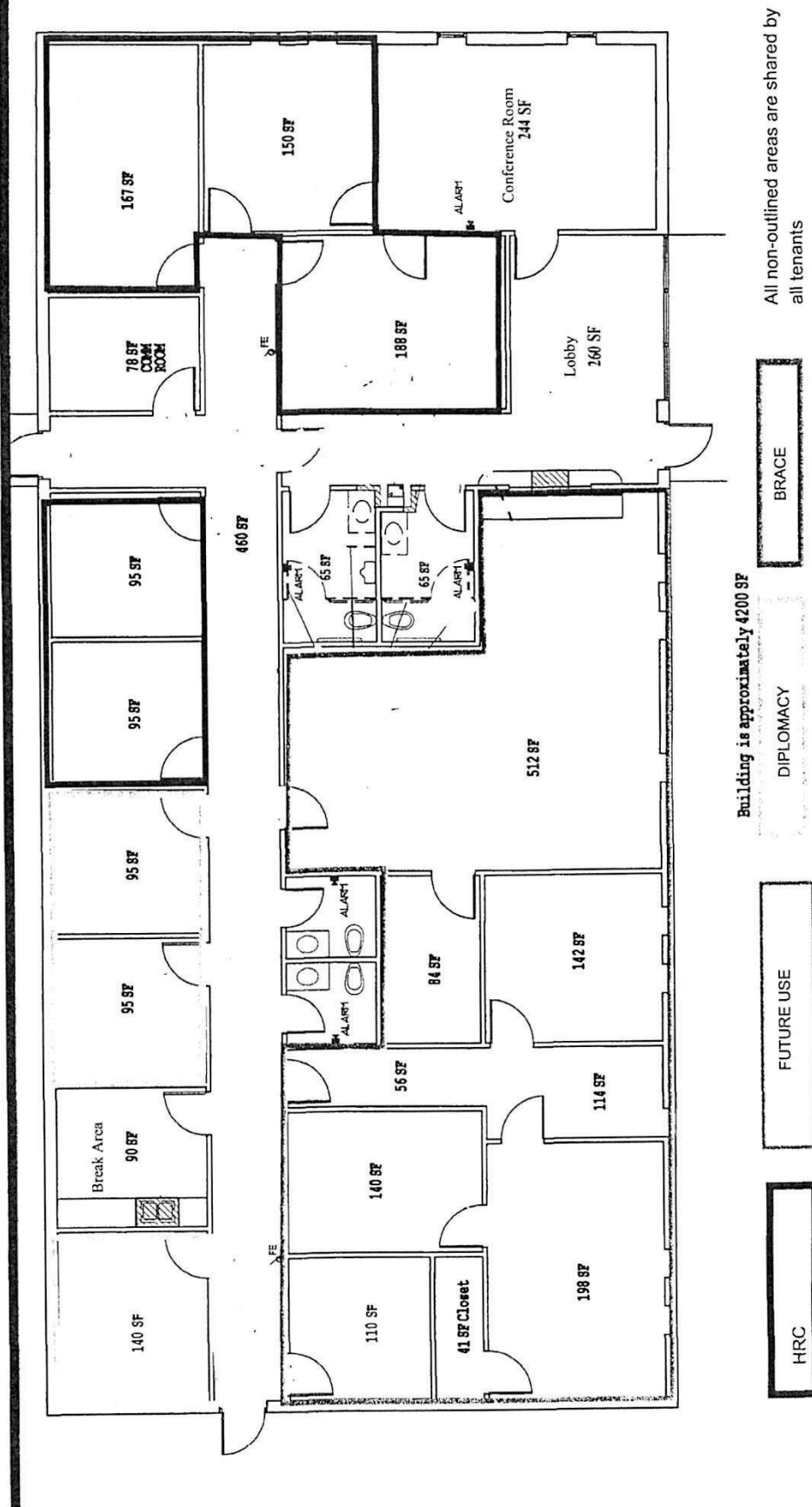


Exhibit A



Escambia County
Clerk's Original
7/18/2023 CAR II-21

**FIRST RENEWAL OF LEASE AGREEMENT
BETWEEN ESCAMBIA COUNTY AND
THE ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION**

This First Renewal of Lease (First Renewal) is made and entered this 18th day of July 2023 by and between Escambia County, a political subdivision of the State of Florida (County) and the Escambia County Human Relations Commission, a local governmental entity.

WITNESSETH

WHEREAS, the County and the Escambia County Human Relations Commission entered that certain Lease dated July 16, 2020, for a portion of real property (695 square feet) located at 150 West Maxwell Street, Pensacola, Florida; and

WHEREAS, Section 3 of the Lease provides that it may be renewed for an additional two (2) year term, provided that the Escambia County Human Relations Commission delivers to the County written notice of its intent to renew at least thirty (30) days prior to expiration of the current term; and

WHEREAS, the Escambia County Human Relations Commission has timely requested to renew the term of the Lease for the first of two (2) year term; and

WHEREAS, the County has determined that it is in the best interest of the public to renew the term of the Lease as provided below;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above-recitals are true and correct and incorporated herein by reference.
2. The term of the Lease shall be renewed for an additional two (2) years commencing on August 1, 2023 and ending on July 31, 2025.
3. In all other respects, the provisions of the Lease remain unchanged and in full force and effect.

Date: 7/21/2023 Verified By: 

IN WITNESS WHEREOF, the County and the Escambia County Human Relations Commission have caused this First Renewal to be executed on the day and year first written above.

ESCAMBIA COUNTY, FLORIDA
by and through its duly authorized
BOARD OF COUNTY COMMISSIONERS

Lumon J. May
Lumon J. May, Chairman

This document approved as to form
and legal sufficiency.

By: [Signature]

Title: Att. County Attorney

Date: July 11, 2023

Escambia County Human Relations
Commission



ATTEST Pam Childers
Clerk of Circuit Court
By: [Signature]
Deputy Clerk

Witness Brian Wyer

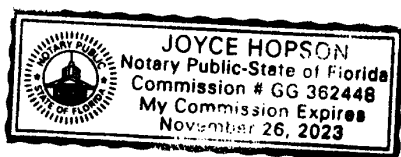
Print Name Brian Wyer

Witness Alphonsa Henderson
Alphonsa Henderson, Executive Director

Print Name Suprena V. Fletcher

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of July, 2023 by, Alphonsa Henderson as Executive Director for the Escambia County Human Relations Commission, a local governmental entity. He ☒ is personally known to me, or () has produced _____ as identification and who did / did not take an oath.



(NOTARY SEAL)

Joyce Hopson
NOTARY PUBLIC
Print Name: Joyce Hopson
Commission Number: GG 362448
My commission expires: November 26, 2023

HRC Housing and Development Inc.
Sunbiz & Articles of Incorporation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

HRC HOUSING AND DEVELOPMENT, INC.

Filing Information

Document Number N24000005604
FEI/EIN Number NONE
Date Filed 05/06/2024
State FL
Status INACTIVE
Last Event VOLUNTARY DISSOLUTION
Event Date Filed 10/02/2024
Event Effective Date NONE

Principal Address

150 WEST MAXWELL STREET
PENSACOLA, FL 32501

Mailing Address

150 WEST MAXWELL STREET
PENSACOLA, FL 32501

Registered Agent Name & Address

HENDERSON, ALPHONSA
150 WEST MAXWELL STREET
PENSACOLA, FL 32501

Officer/Director Detail

Name & Address

Title D

MAY, LUMON
609 WEST BELMONT STREET
PENSACOLA, FL 32501

Title D

GRIFFIN, HAROLD, JR
315 SOUTH "A" STREET
PENSACOLA, FL 32502

Title D

BRICKER, RANDY
6563 RAMBLER DRIVE
PENSACOLA, FL 32505

Annual Reports

No Annual Reports Filed

Document Images

10/02/2024 -- VOLUNTARY DISSOLUTION	View image in PDF format
05/06/2024 -- Domestic Non-Profit	View image in PDF format

N24000005604

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____

Certificates of Status _____

Special Instructions to Filing Officer.

Office Use Only



400429178604

S. CHATHAM
MAY - 9 2024

05/07/24--01032--001 **78.75

SECRETARY OF STATE
TALLAHASSEE, FL

2024 MAY - 6 PM 9:51

FILED

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: HRC Housing and Development, Inc.

(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00
Filing Fee

☐ \$78.75
Filing Fee &
Certificate of
Status

☐ \$78.75
Filing Fee
& Certified Copy

☐ \$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Alphonsa Henderson
Name (Printed or typed)

7845 Coronet Way
Address

Pensacola, FL 32514
City, State & Zip

850.791.1838
Daytime Telephone number

ahenderson@ephrc.com

E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION
OF
HRC HOUSING AND DEVELOPMENT, INC.

FILED
2024 MAY -6 PM 9:51
SECRETARY OF STATE
TALLAHASSEE, FL

The undersigned, acting as incorporator of a corporation not for profit under the provisions of Chapter 617, Florida Statutes, adopts the following articles of incorporation for such corporation:

ARTICLE I - NAME AND ADDRESS

The name of this corporation is HRC Housing Development Corporation, Inc. (the "Corporation"), and its address is 150 West Maxwell Street, Pensacola, FL 32501. The organization's primary geographically targeted area is Escambia County, Florida; however, it reserves the right to expand its efforts based on need, opportunity, and resources.

ARTICLE II - DURATION

The Corporation shall exist perpetually, commencing upon filing of these articles of incorporation.

ARTICLE III - PURPOSE

The purpose of the Corporation is to engage in exclusively charitable purposes within the meaning of Section 170(c)(2) and Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In furtherance of such charitable purposes, the Corporation will operate in connection with Escambia County Human Relations, Inc., a Florida not for profit corporation ("EPHRC"). The specific purposes for which the Corporation is organized are as follows:

- a) To provide decent housing that is safe and affordable to low-income and moderate-income persons. Nothing in this paragraph shall allow this organization to carry on any activities not permitted to be carried on by an organization exempt from Federal and State income tax under section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

- b) To collaborate with others in the funding, production, promotion, and selling of affordable housing opportunities for vulnerable populations, including but not limited to, persons with developmental and/or intellectual disabilities; persons with special needs; youth that have aged out of the state foster care program; survivors of natural disasters, survivors of domestic abuse and disabled veterans living in the communities of northwest Florida.
- c) To provide both group education and one-on-one housing counseling services to help consumers better understand financing, maintaining, renting, or owning a home.
- d) To seek out, utilize, and administer Community Housing Development Organization (CHDO) funding under the guidelines set forth by the U.S. Department of Housing and Urban Development, related federal and/or state entities, and CHDO participating jurisdictions and utilize such funds for the funding, production and promotion of affordable housing and other community-based assets.

Except as provided herein, the Corporation shall have all powers necessary or convenient to carry out its purposes, including the powers now or hereafter enumerated in the Florida Non-Profit Corporation Act.

ARTICLE IV - MEMBERSHIP

This Corporation shall have no members.

ARTICLE V - INITIAL REGISTERED OFFICE AND AGENT

The street address of this Corporation's initial registered office is 150 West Maxwell Street, Pensacola, Florida 32501, and the name of this its initial registered agent is Alphonsa Henderson.

ARTICLE VI - INCORPORATOR AND DIRECTORS

The names and addresses of the incorporator and the initial directors of the corporation (the "Directors") are:

FILED
2021 MAY -6 PM 9:51
SECRETARY OF STATE
TALLAHASSEE, FL

Incorporator: Alphonsa Henderson
7845 Coronet Way
Pensacola, FL 32514

Directors: Lumon May
609 West Belmont Street
Pensacola, FL 32501

Harold Griffin, Jr.
315 South "A" Street
Pensacola, FL 32502

Randy Bricker
6563 Rambler Drive
Pensacola, FL 32505

FILED
2024 MAY -6 PM 9:51
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE VII - BOARD OF DIRECTORS

The corporation shall be managed by a Board of Directors (the "Board"). The Board shall have no fewer than three (3) directors. If any of the Directors are unable to serve, the existing Directors shall appoint a successor Director as set forth in the Corporation's Bylaws. The composition of the board of directors and its manner of selection shall be governed by the bylaws under the following guidance:

- One-third must be representative of the low-income community.
- No more than one-third of the directors shall be public officials or employees of such state or local governments (such public officials and employees, if any, shall not have the right to appoint any of the remaining two-thirds of the directors).
- The balance is unrestricted and may include people such as human and social service providers, lenders, individuals with access to philanthropic resources, or others willing to contribute their professional expertise.
- In no event shall a for-profit entity ever have the right to appoint more than one-third of the directors for this Corporation.

- Any directors who are appointed by a for-profit corporation shall not have the right to appoint any of the remaining two-thirds of the directors.
- In no event shall any state or local government that provides federal HOME funds to this Corporation have the right to appoint more than one-third of the directors.

ARTICLE VIII - OFFICERS

The Corporation shall have such officers as the Board deems necessary in its discretion.

ARTICLE IX - RESTRICTIONS

A. The Corporation does not contemplate pecuniary gain or profit to its Directors or Officers, and no part of any net earnings of the Corporation shall inure to the benefit of any director, officer or other individual; however, nothing herein shall prohibit the Corporation from paying its Officers and Directors reasonable compensation for services rendered to or for the Corporation, nor from reimbursing its Directors and Officers for all expenses reasonably incurred in performing services rendered to or for the Corporation.

B. All of the property of the Corporation is and shall be irrevocably dedicated to charitable, scientific, literary or educational purposes, and in the event of a dissolution of this Corporation, its assets shall be distributed to one or more organizations which are organized and exist exclusively for educational, scientific, charitable or literary purposes and that qualify for exemption from federal income tax under the provisions of §501(c)(3) of the Code, or to the United States of America, the State of Florida, the County of Escambia, State of Florida or other local government. In no event shall the assets or the property of the Corporation, or the proceeds of any of such assets or property, upon dissolution, go or be distributed to the Directors either for reimbursement of any sums subscribed, donated, or contributed by such director, or for any other purpose, other than as provided in Paragraph A of this Article.

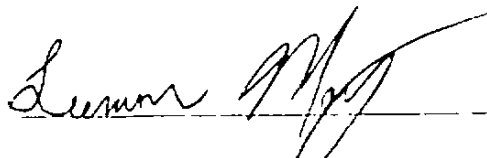
ARTICLE X - INDEMNIFICATION

The Corporation shall indemnify its Directors and Officers, and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act and the Florida Business Corporation Act from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by such acts, including advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent, and shall inure to the benefit of the heirs, executors, personal representatives and administrators of such a person, and an adjudication of liability shall not affect the right to indemnification for those indemnified.

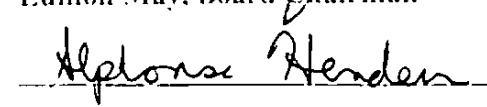
ARTICLE XI - AMENDMENT OF ARTICLES

The Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the Directors is subject to this reservation.

IN WITNESS WHEREOF, the undersigned officer attests to these articles of incorporation this first day of April 17, 2024.



Lumon May, Board Chairman



Alphonsa Henderson, Incorporator

4-17-2024
Date
4-17-2024
Date
FILED
2024 MAY -6 PM 10:01
CLERK OF DISTRICT COURT
FLORIDA

Name and Title: _____	Name and Title: _____
Address _____	Address: _____
_____	_____
_____	_____
Name and Title: _____	Name and Title: _____
Address _____	Address: _____
_____	_____
_____	_____

ARTICLE VI REGISTERED AGENT

The **name and Florida street address** (P.O. Box **NOT** acceptable) of the registered agent is:

Name: Alphonsa Henderson
 Address: 7845 Coronet Way
Pensacola, FL 32514

ARTICLE VII INCORPORATOR

The **name and address** of the Incorporator is:

Name: Alphonsa Henderson
 Address: 7845 Coronet Way
Pensacola, FL 32514

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

<u>Alphonsa Henderson</u>	04/19/2024
Required Signature of Registered Agent	Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

<u>Alphonsa Henderson</u>	04/19/2024
Required Signature of Incorporator	Date

FILED
 2024 MAY -6 PM 10:01
 SECRETARY OF STATE
 TALLAHASSEE, FL

HRC Affordable Housing Solutions, Inc.
Sunbiz & Articles of Incorporation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation

HRC AFFORDABLE HOUSING SOLUTIONS, INC.

Filing Information

Document Number N24000011912

FEI/EIN Number 33-1384961

Date Filed 10/09/2024

State FL

Status ACTIVE

Principal Address

150 WEST MAXWELL STREET

PENSACOLA, FL 32501

Mailing Address

150 WEST MAXWELL STREET

PENSACOLA, FL 32501

Registered Agent Name & Address

HENDERSON, ALPHONSA F

7845 CORONET WAY

PENSACOLA, FL 32514

Officer/Director Detail

Name & Address

Title CHAI

HENDERSON, ALPHONSA F

7845 CORONET WAY

PENSACOLA, FL 32514

Title TREA

BRICKER, RANDY

6563 RAMBLER DRIVE

PENSACOLA, FL 32505

Title SEC

GRIFFIN, JR., HAROLD
315 SOUTH
PENSACOLA, FL 32502

Annual Reports

No Annual Reports Filed

Document Images

[10/09/2024 -- Domestic Non-Profit](#) [View image in PDF format](#)

Electronic Articles of Incorporation For

N24000011912
FILED
October 09, 2024
Sec. Of State
tscott

HRC AFFORDABLE HOUSING SOLUTIONS, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

HRC AFFORDABLE HOUSING SOLUTIONS, INC.

Article II

The principal place of business address:

150 WEST MAXWELL STREET
PENSACOLA, FL. US 32501

The mailing address of the corporation is:

150 WEST MAXWELL STREET
PENSACOLA, FL. US 32501

Article III

The specific purpose for which this corporation is organized is:

PROVIDE AFFORDABLE HOUSING TO LOW- AND MODERATE-INCOME PERSONS. COLLABORATE IN THE FUNDING, PRODUCTION, PROMOTION, AND SELLING OF AFFORDABLE HOUSING. PROVIDE HOUSING COUNSELING SERVICES. USE CHDO FUNDS FOR AFFORDABLE HOUSING PROCESS.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALPHONSA F HENDERSON
7845 CORONET WAY
PENSACOLA, FL. 32514

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ALPHONSA HENDERSON

Article VI

The name and address of the incorporator is:

ALPHONSA HENDERSON
150 WEST MAXWELL STREET

PENSACOLA FL32514

Electronic Signature of Incorporator: ALPHONSA HENDERSON

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: CHAI
ALPHONSA F HENDERSON
7845 CORONET WAY
PENSACOLA, FL. 32514 US

Title: TREA
RANDY BRICKER
6563 RAMBLER DRIVE
PENSACOLA, FL. 32505 US

Title: SEC
HAROLD GRIFFIN, JR.
315 SOUTH
PENSACOLA, FL. 32502 US

PD 23-24.133 Notice of Interview Invitation



NOTICE OF INTERVIEW INVITATION
RFP No. PD 23-24.133
Professional Services Pertaining to Selling Infill Residential Houses

RESPONSE DEADLINE: October 21, 2024 at 11:00 am

Wednesday, October 30, 2024

NOTICE TO FIRMS

Escambia County Office of Purchasing would like to invite you to move into the next phase of the Evaluation process for this solicitation (Phase II), which includes a Discussion & Ranking Meeting or Invitation to Interview with the Evaluation Committee.

Purpose: This meeting is for discussion with the Evaluation Committee only. The Evaluation Committee will be in person. No time is provided for marketing presentations by the firms. Firms are asked to respond to the questions provided below within **(15) minutes**. This will be followed by up to **(15) minutes** of questions from the Evaluation Committee and ad hoc responses by the firm. The total Discussion session will be no more than **(30) minutes**. If handouts are being provided, please email a copy of handouts and presentation to ajjones@myescambia.com for recordkeeping 24 hours in advance of the presentation.

New interview criteria have been established for this phase of the solicitation as noticed below. If an intent to award results from the Final Ranking Meeting held after the presentations, it will be based on the Phase II scoring for the interviews as outlined below.. Escambia County does not utilize consensus scoring/aggregate scoring.

PLEASE BE PREPARED TO ADDRESS THE TOPICS BELOW IN YOUR PRESENTATION:

1. What are the estimated hard costs that the county for which the county will be responsible? **20 Points**
2. Identify key personnel that will be involved with this project and provide relevant background with similar projects. **20 Points**
3. What is your firm's marketing strategy and how will your firm meet HUD Requirements, specifically CFR 24-200.625? **20 Points**
4. Clarify your firm's HUD counseling service capabilities. **20 Points**
5. Explain your staff's relevant experience with State/Federal Income Qualifying Processes. **20 Points**

NOTICE OF INTERVIEW INVITATION

RFP No. PD 23-24.133

Professional Services Pertaining to Selling Infill Residential Houses

SCHEDULE OF EVENTS: (in alphabetical order)

Tuesday 11/12/2024

10:30am -11:00am CT

HRC Affordable Housing Solutions, Inc.

11:10am – 11:40am CT

Pensacola Habitat for Humanity

12:00pm – until complete

Ranking Meeting

LOCATION:

Office of Purchasing, 213 Palafox Pl, 2nd Floor, Pensacola, FL 32502 or via Microsoft Teams

In Person Attendance is *optional*, a separate teams link will be sent out by Angela Jones following this notice for anyone from your firm who may not be able to attend in person. If attending in person, please bring your own device to present through as we cannot plug outside devices into county computers. We have wi-fi available.

Please contact Angela Jones, Senior Purchasing Coordinator, via ajjones@myescambia.com or (850) 595-4953 with any questions or concerns.

Escambia County Property Appraiser
Records For 150 W. Maxwell



Gary "Bubba" Peters

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)

 Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information

Parcel ID: 0005009010010131
Account: 132178000
Owners: ESCAMBIA COUNTY
Mail: 221 PALAFOX PL STE 420
 PENSACOLA, FL 32502
Situs: 150 W MAXWELL ST 32501
Use Code: OFFICE, 1 STORY
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2024	\$62,170	\$271,731	\$333,901	\$333,901
2023	\$62,170	\$267,773	\$329,943	\$317,825
2022	\$41,447	\$247,884	\$289,331	\$288,932

[Disclaimer](#)
[Tax Estimator](#)
[Change of Address](#)
[Report Storm Damage](#)
[Enter Income & Expense Survey](#)
[Download Income & Expense Survey](#)

Sales Data [Type List:](#)

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/1984	1881	943	\$100	WD	
02/1984	1881	942	\$6,300	QC	
05/1983	1782	386	\$100	CJ	
01/1975	931	915	\$4,650	SC	

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and Comptroller

2024 Certified Roll Exemptions

COUNTY OWNED

Legal Description

LTS 1 TO 6 BELMONT BLK 131 BELMONT TRACT OR 1827 P 94 OR
 1881 P 943 CA 81

Extra Features

ASPHALT PAVEMENT
 CHAINLINK FENCE

Parcel Information

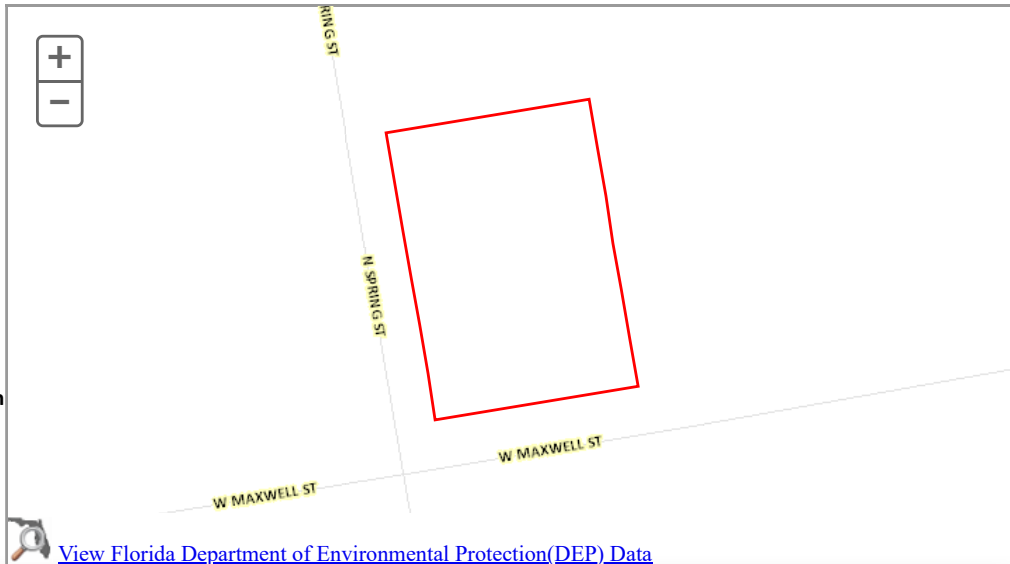
[Launch Interactive Map](#)

Section
Map Id:
[CA081](#)

Approx.
Acreage:
0.5286

Zoned:
R-2

Evacuation
& Flood
Information
[Open](#)
[Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address:150 W MAXWELL ST, Year Built: 1989, Effective Year: 1989, PA Building ID#: 18494

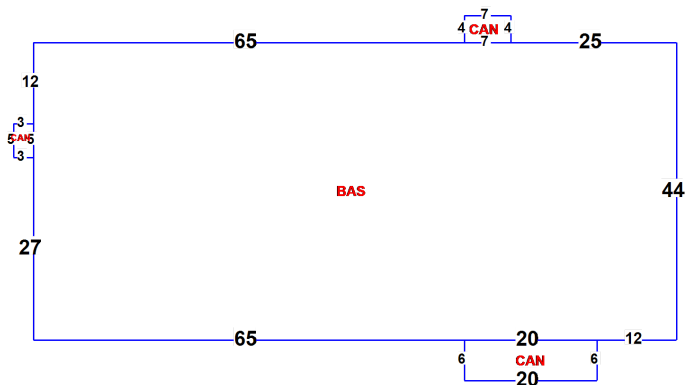
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-VINYL ASBESTOS
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-18
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-10
STRUCTURAL FRAME-RIGID FRAME

Areas - 4431 Total SF

BASE AREA - 4268

CANOPY - 163



Images



4/4/2022 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:02/05/2025 (tc.6271)

February 6, 2025 Agenda Item



**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

MEETING DATE:2/6/2025

ITEM ID: 2024-1405

FROM: Stephan Hall, Finance Director

SUBJECT: Recommendation Concerning the Fiscal Year 2023-2024 Fourth Quarter Community Partner Reports and Fiscal Year 2023-2024 Annual Community Partner Reports for the Fiscal Year 2023-2024 - Stephan Hall, Finance Director, Office of Management and Budget

DEPARTMENT: Office of
Management & Budget

ITEM TYPE: Budget/Finance Consent

RECOMMENDATION/REQUIRED ACTION:

That the Board accept for the record the Fiscal Year 2024 Fourth Quarter, Quarterly Community Partners' Report which ended September 30, 2024. This report also includes the Community Partners' Annual Narrative Report for Fiscal Year 2023-2024.

BACKGROUND SUMMARY:

On September 23, 2019, at the Board of County Commissioners Second Public Hearing, the Board agreed that all Community Partners receiving funding from Escambia County would be required to provide a Goals and Metrics Scorecard and an annual narrative report. The Goals and Metrics Scorecard and Annual Report are designed to allow the recipient to provide information stating how the funding request is being used.

Reports for Community Partners Metrics are provided.

FISCAL IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

ATTACHMENTS:

1. Community Partners Quarterly Reports 2023-2024 Q4
 2. AAHS 2024 Annual Narrative Report .FINAL_1124
-

3. CILNWF.2023-2024.ANNUAL REPORT
 4. Chappie James Museum
 5. COAWFL Annual 2024
 6. Health & Hope Comprehensive Annual Report FY 24
 7. HRC Prior Year Accomplishments Report FY2023-24 4th Qtr Annual Report
 8. GC Kid's House Annual Report 2023-2024
 9. GCMCC FY 23-24 Annual Report
 10. GCVAC ANNUAL REPORT FY 23-24
 11. Gulf Coast Jazz Festival 2024 Impact Study
 12. KPB FY 23-24 ANNUAL REPORT
 13. Lakeview Annual Report FY2024
 14. National Flight Academy Annual Report 2023-2024
 15. NW FL Defense Coalition Final 2024
 16. Pcola Area Chamber FY 24 Annual Report
 17. Pensacola Beach Chamber FY 24-25 Final
 18. PEDC Goals&Metrics 2024
 19. 2024 TDC Pensacola Mardi Gras Reporting
 20. Pensacola Navy Days Annual FY 24
 21. SRIA Trolley Service Annual Report FY 24-25
 22. SRIA _ Trolley Service
 23. VP Economic Impact FY 25
 24. WFHT FY 24-25 Annual Report
 25. Wildlife Sanctuary 2024 Annual
 26. United Way 211 Annual Report 2024
-

Fiscal Year 2024/2025 Allocations to Community Partners
Escambia-Pensacola Human Relations Commission **NOT** Listed

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
FISCAL YEAR 2024/2025 ALLOCATIONS TO COMMUNITY PARTNERS

	Description	FY2024 Adopted	FY2025 Requested	FY2025 Proposed	
General Fund					
	211 (First Call for Help)/United Way	20,982	22,000	20,982	
NEW	Be Ready Alliance Coordinating for Emergencies (BRACE)	0	125,000	0	
L	Community Health Northwest Florida	447,664	535,164	447,664	IGT/Medicaid
	Council on Aging	45,000	45,000	45,000	
	EComfort, Inc.	5,000	15,000	5,000	
	Gulf Coast Veterans Advocacy Council, Inc.	11,875	30,000	11,875	
NEW	Harvest Community Outreach, Inc (new)	0	5,000	0	
	Health and Hope Clinic	28,500	30,000	28,500	
	Lakeview Center, Inc.	340,059	347,824	340,059	IGT/Medicaid
	Pensacola Caring Hearts	12,350	42,000	12,350	
	United Way (Community Investment)	0	Did not apply	0	
	Wildlife Sanctuary	33,250	40,000	33,250	
		\$944,680	\$1,236,988	\$944,680	
First Three Cents Tourist Development Tax					
	Visit Pensacola (VP/PS/ACE)	9,680,000	10,892,920	9,825,000	
	Sail Pensacola (Foiling Event) (TDC approved: 12-12-23)	0	315,000	315,000	
		\$9,680,000	\$11,207,920	\$10,140,000	
Fourth Cent Tourist Development Tax					
	African-American Heritage Society	60,000	75,000	75,000	
	Pensacola Area Chamber Foundation (4th of July Fireworks)	96,000	96,000	96,000	
	Juneteenth Fireworks Celebration	50,000	50,000	50,000	
NEW	Perdido Key Beach	0	50,000	50,000	
	Pensacola Beach Chamber of Commerce (Fireworks)	85,000	87,750	87,750	
1	General Chappie James Museum Foundation (Statue)	0	0	0	
	General Chappie James Museum - A Visit with Chappie James	50,000	did not apply	0	
	Pensacola Mardi Gras Foundation Inc	250,000	250,000	250,000	
NEW	Pelican Drop	0	50,000	50,000	
	Naval Aviation Museum - Flight Academy	100,000	100,000	100,000	
	Visit Pensacola (4th cent projects)	3,320,000	3,500,000	3,500,000	
	Santa Rosa Island Authority - Trolley Service	250,000	did not apply	0	
NEW	Santa Rosa Island Authority - Beach Nourishment	0	3,000,000	0	
	West FL Historic Preserve. Board, Inc. (cemeteries)	225,000	250,000	250,000	
		\$4,486,000	\$7,508,750	\$4,508,750	
Fifth Cent Tourist Development Tax					
	Visit Pensacola (VP/ACE)	\$0	\$0	\$0	
		\$0	\$0	\$0	
Local Option Sales Tax Fund					
	Center for Independent Living of Northwest FL	30,000	60,000	30,000	
	Gulf Coast Minority Chamber of Commerce, Inc.	75,000	75,000	75,000	
ILA	Pensacola Escambia Development Corp (PEDC)	600,000	600,000	600,000	
	Northwest Florida Defense Partners	75,000	75,000	75,000	
	Town of Century (Economic Development Initiative)	55,000	55,000	55,000	
	Studer Community Institute - "SCI Venture Mentoring Service"	0	0	0	
		\$835,000	\$865,000	\$835,000	
Solid Waste Management Fund					
	Keep Pensacola Beautiful, Inc.	100,000	182,403	100,000	
		\$100,000	\$182,403	\$100,000	

1 Funds to be released after funding commitments are secured from other entities

Visit Pcola Unified Budget Total = \$13,325,000 Proposed Total: \$16,528,430

M=mandate
ILA=interlocal agreement
L=leverages funds from other sources/our funds let them get more from others

Public Records From Internal Revenue Service

Form **990EZ**
Department of the
Treasury
Internal Revenue Service

Short Form Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2022

**Open to
Public
Inspection**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to www.irs.gov/Form990EZ for instructions and the latest information.

A For the 2022 calendar year, or tax year beginning 10-01-2022, and ending 09-30-2023

- B** Check if applicable:
- ☐ Address change
 - ☐ Name change
 - ☐ Initial return
 - ☐ Final return/terminated
 - ☐ Amended return
 - ☐ Application pending

C Name of organization
ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION INC

Number and street (or P. O. box, if mail is not delivered to street address) Room/suite
150 WEST MAXWELL ST

City or town, state or province, country, and ZIP or foreign postal code
PENSACOLA, FL 32501

D Employer identification number
84-3677134

E Telephone number
(850) 754-1500

F Group Exemption Number ▶

G Accounting Method: ☐ Cash ☒ Accrual Other (specify) ▶

H Check ☐ if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

I Website: ▶ <https://ephrc.com/>

J Tax-exempt status (check only one) - ☒ 501(c)(3) ☐ 501(c)() (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$ 188,415

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received	1	188,409
	2	Program service revenue including government fees and contracts	2	
	3	Membership dues and assessments	3	
	4	Investment income	4	
	5a	Gross amount from sale of assets other than inventory	5a	
	b	Less: cost or other basis and sales expenses	5b	
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	
Expenses	c	Less: direct expenses from gaming and fundraising events	6c	
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	
	7a	Gross sales of inventory, less returns and allowances	7a	
	b	Less: cost of goods sold	7b	
	c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	
	8	Other revenue (describe in Schedule O)	8	6
	9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 ▶	9	188,415
	10	Grants and similar amounts paid (list in Schedule O)	10	
	11	Benefits paid to or for members	11	
	12	Salaries, other compensation, and employee benefits	12	144,961
Net Assets	13	Professional fees and other payments to independent contractors	13	10,435
	14	Occupancy, rent, utilities, and maintenance	14	591
	15	Printing, publications, postage, and shipping	15	1,891
	16	Other expenses (describe in Schedule O)	16	24,985
	17	Total expenses. Add lines 10 through 16 ▶	17	182,863
	18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	5,552
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	13,570
	20	Other changes in net assets or fund balances (explain in Schedule O)	20	1
	21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	19,123

Part II Balance Sheets (see the instructions for Part II)Check if the organization used Schedule O to respond to any question in this Part II ☐

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	13,570	22 19,123
23 Land and buildings		23
24 Other assets (describe in Schedule O)		24
25 Total assets	13,570	25 19,123
26 Total liabilities (describe in Schedule O)		26
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	13,570	27 19,123

Part III Statement of Program Service Accomplishments (see the instructions for Part III)Check if the organization used Schedule O to respond to any question in this Part III ☒

What is the organization's primary exempt purpose?

Review and help resolve employment fair housing complaints

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

28See Additional Data Table(Grants \$) If this amount includes foreign grants, check here ☐**Expenses**
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)**28a****29** See Additional Data Table**29a**(Grants \$) If this amount includes foreign grants, check here ☐**30a****30** See Additional Data Table(Grants \$) If this amount includes foreign grants, check here ☐**31a****31** Other program services (describe in Schedule O)(Grants \$) If this amount includes foreign grants, check here ☐**32** Total program service expenses (add lines 28a through 31a)**32****Part IV List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated ; see the instructions for Part IV)Check if the organization used Schedule O to respond to any question in this Part IV. ☐

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
COMMISSIONER LUMON MAY	000.50	0		
CHAIRMAN				
BRIAN WYER	000.50	0		
VICE CHAIR				
HAROLD E GRIFFIN JR	000.50	0		
TREASURER				
COUNCILWOMAN TENIADE' BROUGHTON	000.50	0		
BOARD MEMBER				
RANDY BRICKER	000.50	0		
BOARD MEMBER				
KEVIN MAIR	000.50	0		
BOARD MEMBER				
DR JOYCE HOPSON	000.50	0		
BOARD MEMBER				
SYDNEY ROBINSON	000.50	0		
BOARD MEMBER				
HALEY MORRISSETTE	000.50	0		
BOARD MEMBER				

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in theinstructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V. ☐

	Yes	No
33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		No
34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions.		No
35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		No
b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		No
36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		No
37a Enter amount of political expenditures, direct or indirect, as described in the instructions. 37a		
b Did the organization file Form 1120-POL for this year?		
38a Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?		No
b If "Yes," complete Schedule L, Part II and enter the total amount involved 38b		
39 Section 501(c)(7) organizations. Enter:		
a Initiation fees and capital contributions included on line 9 39a		
b Gross receipts, included on line 9, for public use of club facilities 39b		
40a Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 0 ; section 4912 0 ; section 4955 0		
b Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		No
c Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 40c		
d Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization 40d		
e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T		
41 List the states with which a copy of this return is filed. 41		
42a The organization's books are in care of AL HENDERSON Telephone no. (850) 754-1500		
Located at 150 WEST MAXWELL ST. PENSACOLA, FL ZIP + 4 32501		
b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		No
If "Yes," enter the name of the foreign country: 42b		
See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
c At any time during the calendar year, did the organization maintain an office outside the U.S.?		No
If "Yes," enter the name of the foreign country: 42c		
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here ☐ and enter the amount of tax-exempt interest received or accrued during the tax year 43		
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		No
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ		No
c Did the organization receive any payments for indoor tanning services during the year?		No
d If "Yes," to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		No
45b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)		

	Yes	No
46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I.		No

Part VI

Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47- 49b and 52, and complete the tables for lines 50 and 51. Check if the organization used Schedule O to respond to any question in this Part VI. ☐

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		No
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		No
49a Did the organization make any transfers to an exempt non-charitable related organization?		
b If "Yes," was the related organization a section 527 organization?		

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."				
(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
NONE				

f Total number of other employees paid over \$100,000 ▶

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."		
(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
NONE		

d Total number of other independent contractors each receiving over \$100,000. ▶

52 Did the organization complete Schedule A? NOTE. All section 501(c)(3) organizations must attach a completed Schedule A	☒ Yes ☐ No
--	---

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	***** Signature of officer	2023-11-16 Date			
	AL HENDERSON EXECUTIVE DIRECTOR Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name EDNA M SANDERS	Preparer's signature	Date 2024-01-29	Check ☐ if self-employed	PTIN P00266299
	Firm's name ▶ LOCKLIN ACCOUNTING & TAX SERVICES INC				Firm's EIN ▶ 26-2591091
	Firm's address ▶ 156 OVERLOOK DR PENSACOLA, FL 32503				Phone no. (850) 469-4882

May the IRS discuss this return with the preparer shown above? See instructions ▶ ☒ Yes ☐ No

Form 990EZ, Part III - Statement of Program Service Accomplishments

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.	Expenses (Required for section 501 (c)(3) and 501(c)(4) organizations; optional for others.)	
29 Expanded its Human Relations efforts by participating in community workshops to curve gun violence, back to school giveaways, summer youth employment program, support efforts to improve quality of life in low-income communities (Grants \$) If this amount includes foreign grants, check here . . . ☐	29a	

Form 990EZ, Part III - Statement of Program Service Accomplishments

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.	Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)
30 Participated in Aprils Fair Housing Month receiving proclamations from both the City and County. Appeared on radio show as well as issued press releases to media outlets. (Grants \$) If this amount includes foreign grants, check here ☐	30a

SCHEDULE A
(Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization
ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION INC

Employer identification number
84-3677134

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 ☐ An agricultural research organization described in **170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture. See instructions. Enter the name, city, and state of the college or university:
- 10 ☒ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
- a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1- 10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III.
If the organization failed to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grant.") . . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						
3 The value of services or facilities furnished by a governmental unit to the organization without charge..						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . .						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4.						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources. . . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on. . .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.).						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ☐						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f) divided by line 11, column (f))	14	
15 Public support percentage for 2020 Schedule A, Part II, line 14	15	
16a 33 1/3% support test—2022. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
b 33 1/3% support test—2021. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ☐		
17a 10%-facts-and-circumstances test—2022. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐		
b 10%-facts-and-circumstances test—2021. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ☐		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ☐		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")		92,059	33,053	158,059	188,409	471,580
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5		92,059	33,053	158,059	188,409	471,580
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						
c Add lines 7a and 7b.						
8 Public support. (Subtract line 7c from line 6.)						471,580

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6.		92,059	33,053	158,059	188,409	471,580
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources.						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						0
c Add lines 10a and 10b.						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on.						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)		92,059	33,053	158,059	188,409	471,580
14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. ► ☐						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2022 (line 8, column (f) divided by line 13, column (f))	15	100.000 %
16 Public support percentage from 2021 Schedule A, Part III, line 15	16	100.000 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2022 (line 10c, column (f) divided by line 13, column (f))	17	0 %
18 Investment income percentage from 2021 Schedule A, Part III, line 17	18	

- 19a 33 1/3% support tests-2022.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization. ► ☒
- b 33 1/3% support tests-2021.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3% and line 18 is not more than 33 1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization. ► ☐
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions. ► ☐

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, of Part I, complete Sections A and B. If you checked box 12b, of Part I, complete Sections A and C. If you checked box 12c, of Part I, complete Sections A, D, and E. If you checked box 12d, of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
1		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
2		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
3a		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
3b		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
3c		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.		
4a		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
4b		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
4c		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI , including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
5a		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
5b		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
5c		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI .		
6		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
7		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? If "Yes," complete Part I of Schedule L (Form 990).		
8		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .		
9a		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI .		
9b		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI .		
9c		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
10a		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings).		
10b		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
11a		
b A family member of a person described on 11a above?		
11b		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to 11a, 11b, or 11c, provide detail in Part VI .		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the officers, directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in line 2 above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):		
a ☐ The organization satisfied the Activities Test. Complete line 2 below.		
b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.		
c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions)		
2 Activities Test. Answer lines 2a and 2b below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	Yes	No
2a		
b Did the activities described on line 2a, above constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer lines 3a and 3b below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI .		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

- 1** ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in Part VI*). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8		
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):	1		
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (<i>explain in detail in Part VI</i>):			
2 Acquisition indebtedness applicable to non-exempt use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		
Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		
7 ☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions)			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5	
6 Other distributions (describe in Part VI). See instructions	6	
7 Total annual distributions. Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions	8	
9 Distributable amount for 2022 from Section C, line 6	9	
10 Line 8 amount divided by Line 9 amount	10	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1 Distributable amount for 2022 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2022 (reasonable cause required-- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2022:			
a From 2017.			
b From 2018.			
c From 2019.			
d From 2020.			
e From 2021.			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2022 distributable amount			
i Carryover from 2017 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2022 from Section D, line 7:			
\$			
a Applied to underdistributions of prior years			
b Applied to 2022 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. If the amount is greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. If the amount is greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2023. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2018.			
b Excess from 2019.			
c Excess from 2020.			
d Excess from 2021.			
e Excess from 2022.			

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions).

Facts And Circumstances Test

efile GRAPHIC print - DO NOT PROCESS		As Filed Data -	DLN: 93492029009154
SCHEDULE O (Form 990) Department of the Treasury Internal Revenue Service	Supplemental Information to Form 990 or 990-EZ Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ► Attach to Form 990 or 990-EZ. ► Go to www.irs.gov/Form990 for the latest information.		OMB No. 1545-0047
			2022 Open to Public Inspection
Name of the organization ESCAMBIA COUNTY HUMAN RELATIONS COMMISSION INC		Employer identification number 84-3677134	

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990-EZ, Part I, Line 8, Other Revenue	Rebate 6

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Conferences, conventions, and meetings 417

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990-EZ, Part I, Line 16, Other Expenses	Equipment rental and maintenance 304

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Supplies 3,043

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Administrative 551

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Dues Subscriptions 75

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990-EZ, Part I, Line 16, Other Expenses	Insurance 1,697

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Technology 7,185

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990-EZ, Part I, Line 16, Other Expenses	Web Development Hosting 8,744

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Promotional Expense 2,619

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 16, Other Expenses	Hospitality 350

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part I, Line 20, Net Assets	Net Asset Year End Adjustment 1

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990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part III, Line 28	Conducted financial literacy classes, and participated in the communitys Parent University

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990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990- EZ, Part III, Line 31	The Escambia Human Relations Commission was originally created by an Interlocal Agreement between the Escambia Board of County Commissioners and the City of Pensacola in April 1974 . On March 7, 2019, the Board of County Commissioners enacted Ordinance 2019-13 to re-establish the EPHRC. Its mission is to foster an environment that advocates for equal and fair treatment of Escambia County residents by collaborating with community stakeholders to create solutions that better community relations and promote diversity, equity, and inclusion. The organization completed a rebranding effort that included redesign of outreach materials, website, social media, and the launch of its online inquiry form. This effort led to staff doubling the number of residents served from 77 to 158. Staff of EPHRC will continue its current mission and expand its housing counseling efforts next fiscal year.