



City of Pensacola

City Council

Agenda

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

June 12, 2025, 5:30 PM

Council Chambers, 1st Floor

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

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Delarian Wiggins

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 25-71 APPROVAL OF MINUTES: SPECIAL (SHADE) MEETING DATED MAY 22, 2025 AND REGULAR MEETING DATED MAY 22, 2025

Recommendation: That City Council approve special (shade) meeting minutes dated May 22, 2025, and regular meeting minutes dated May 22, 2025.

Sponsors: Jared Moore, Council President

Attachments: *Draft: Special (Shade) Meeting Dated 5/22/2025*
Draft: Regular Meeting Dated 5/22/2025

APPROVAL OF AGENDA

CONSENT AGENDA

2. 25-230 AMENDMENT TO THE ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

Recommendation: That City Council approve an amendment to the Administrative Plan for the Pensacola Housing Department Housing Choice Voucher Program.

Sponsors: DC Reeves, Mayor

Attachments: *2025 HCV Administrative Plan - Redline Version*
2025 HCV Administrative Plan - Clean Version

3. 25-673 AWARD OF CONTRACT FOR RFQ NO. 25-027 - ADMINISTRATION SERVICES CONSULTANT FOR CDBG-DR HOMETOWN REVITALIZATION GRANTS

Recommendation: That City Council award a contract for RFQ 25-027 Administration Services Consultant for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Grant to Gouras & Associates, LLC of Ridgeland, Mississippi with the set rate sheet attached in their proposal. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: RFQ-25-027- Grant Admin Consultant for CDBG-DR Grant
RFQ 25-027- Addendum #1
Proposal - Gouras & Associates
RFQ 25-027 - Contract with Gouras & Associates

4. 25-710 APPROVAL FOR A 90-DAY EXTENSION TO THE LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

Recommendation: That City Council authorize a 90-day extension to the July 18, 2025 deadline, through an amendment to the Land Donation Agreement with the Northwest Florida Community Land Trust, dated July 18, 2024, related to the redevelopment of 2300 W. Jackson Street (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462), as well as the rehabilitation of 1491 N. E Street (Parcel ID# 000S009050016054), for the purpose of establishing long-term affordable housing. Further, that City Council authorize the Mayor to take the actions necessary to execute this amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Teniade Broughton, Council Member

Attachments: Amendment No. 1 to Land Donation Agreement
Land Donation Agreement Dated 7/15/2024

5. 25-676 RESCENDING APPOINTMENTS - ESCAMBIA COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council rescind its April 7, 2025 action approving Escambia County appointees to the Affordable Housing Advisory Committee (AHAC), effective July 1, 2025.

Sponsors: DC Reeves, Mayor

Attachments: None

6. 25-657 APPOINTMENTS - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council Keith Branch, George Ed Brown, Jr., Laura L. Gilmore, Percy L. Goodman, Deborah L. Mays, Paul Ritz, Crystal Scott, and Council Member Delarian Wiggins to the Pensacola Affordable Housing Advisory Committee for a term of three (3) years, expiring June 30, 2028.

Sponsors: Jared Moore, Council President

Attachments: *Nomination Form - Keith Branch*
Application of Interest - Keith Branch
Nomination Form - George Ed Brown Jr.
Application of Interest - George Ed Brown Jr.
Nomination Form - Laura L Gilmore
Application of Interest - Laura L Gilmore
Nomination Form - Percy L Goodman
Application of Interest - Percy L Goodman
Nomination Form - Deborah L Mays
Application of Interest - Deborah L Mays
Nomination Form - Paul Ritz
Application of Interest - Paul Ritz
Application of Interest - Crystal Scott
Nomination Form - Crystal Scott
Nomination Form - Delarian Wiggins

7. 25-654 APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION

Recommendation: That City Council reappoint Dr. Lusharon Wiley to the Pensacola-Escambia Development Commission for a term of two (2) years expiring June 30, 2027.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Application of Interest - Dr. Lusharon Wiley
Bio Brief - Dr. Lusharon Wiley

8. 25-655 APPOINTMENT - GENERAL PENSION BOARD

Recommendation: That City Council reappoint James M. Novota to the General Pension Board for a term of six (6) years, expiring June 30, 2031.

Sponsors: Jared Moore, Council President

Attachments: *Member List*
Application of Interest - James M Novota

9. 25-720 MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

Recommendation: That City Council affirm the Mayor's reappointment of Nathan Holler and appointment of Sara Papantonio to the Downtown Improvement Board for a term of three (3) years, expiring June 30, 2028.

Sponsors: DC Reeves, Mayor

Attachments: *DIB Member List*
Application of Interest - Nathan Holler
Application of Interest - Sara Papantonio

10. 25-729 APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE ARC GATEWAY INC.

Recommendation: That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and The ARC Gateway Inc. to host their Senior Services Program at the Bayview Senior Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding*

11. 25-728 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approval funding of \$2500 for a traffic-calming project within District 2, specifically the Pineglades neighborhood, from the City Council Discretionary Funds for District 2.

Sponsors: Charles Bare, Council Member

Attachments: *None*

12. 25-712 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to Favor House of Northwest Florida from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council Vice President

Attachments: None

- 13.** 25-699 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$250 to My Brothers and Sisters from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: None

REGULAR AGENDA

- 14.** 25-715 SETTLEMENT AGREEMENT FOR PALAFOX MARINA HURRICANE SALLY LITIGATION

Recommendation: That City Council consider the proposed settlement agreement for approval. Further, if Council approves the settlement agreement, that it authorize the Mayor to execute and take those actions necessary to carry out the agreement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: Settlement Agreement - MMC
REVISED EXHIBIT - South Palafox Lease Amendment
REVISED EXHIBIT - Insurance and Indemnification

- 15.** 25-653 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION PH II

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A7 and A/B Intersection Reconfiguration in the estimated amount of \$1,459,435.00 with a \$162,159.00 local match requirement for a total grant value of \$1,621,594.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: FAA Letter of Support

- 16.** 25-660 PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT – RUNWAY 8-26 REHABILITATION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Runway 8-26

Rehabilitation Construction in the estimated amount of \$17,765,000 with a \$1,973,890.00 local match requirement for a total grant value of \$19,738,890. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Letter of Support*

17. 25-662 APPROVAL OF FUNDING ALLOCATION - CITY HALL LIGHTING UPGRADE PROJECT

Recommendation: That the City Council allocate funding for the upgrading of the lights at City Hall from the Energy Improvement and Efficiency project within in the Local Option Sales Tax Fund (LOST), and authorize the Mayor to take all necessary actions to execute and administer the associated agreements, consistent with the terms of the agreements, the City's purchasing policies, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *City Hall Lighting Upgrade Quote and SoW
2022 Energy Audit for one floor*

18. 25-717 DISPOSITION OF REAL PROPERTY - 100 NORTH F STREET

Recommendation: That City Council approve the disposition of real property located at 100 North F Street (Parcel Ref. No. 000S009080161022) via sale to Brian and Milly McGee for \$9,900 plus appropriate closing costs. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter

Sponsors: DC Reeves, Mayor

Attachments: *BOV Comparable Sales Approach Report
ESCPA Parcel Info
Council Action -Disposition of 100 N F St - 09/29/2022*

19. 25-726 PROPOSED ORDINANCE NO. 7-25 - AMENDMENT TO CITY CODE SECTION 4-3-97 - FEES AND SURCHARGES

Recommendation: That City Council adopt Proposed Ordinance No. 7-25 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF

THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 7-25*
Business Impact Estimate

20. 25-721 AWARD OF CONTRACT - EMERALD COAST UTILITIES AUTHORITY (ECUA) - RFP NO. 25-007 - MATERIALS RECOVERY FACILITY

Recommendation: That City Council award a contract for RFP No. 25-007 to Emerald Coast Utilities Authority (ECUA) for a \$115 base tipping fee per ton of recycled materials brought to their materials recovery facility which will be reduced by 85% of the value of City recyclables sold by ECUA. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the terms of the contract and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Materials Recovery Facility Contract with ECUA*

21. 25-670 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-34 - FRANK V. THE CITY OF PENSACOLA SETTLEMENT FUND BALANCE CARRY FORWARD

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-34.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-34*
Supplemental Budget Explanation No. 2025-34

22. 25-716 RESOLUTION NO. 2025-40 - JOINT SESSION BETWEEN THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Recommendation: That City Council adopt Resolution No. 2025-40:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA

CITY COUNCIL AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

Sponsors: Jared Moore, Council President

Attachments: *Resolution No. 2025-40*

- 23.** 25-724 PROPOSED ORDINANCE 6-25 AMENDING ORD. NO. 31-14 TO PROVIDE THE EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

Recommendation: That City Council adopt Proposed Ordinance No. 6-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Proposed Ordinance No. 6-25*
Business Impact Analysis Report

- 24.** 25-725 PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

Recommendation: That City Council adopt Proposed Ordinance No. 3-25 on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 3-25*
2025 Parcels 1 & 2 Exhibit
2025 Parcel 3 Exhibit
Business Impact Analysis Report - Proposed Ord No. 3-25
PROOF OF PUBLICATION

- 25.** 25-727 PROPOSED ORDINANCE NO. 5-25 - APPROVAL OF EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council adopt Proposed Ordinance No. 5-25 on second

reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Teniade Broughton, Council Member

Attachments: *Proposed Ordinance No. 5-25 - Approving Eastside CRA Plan Update*
Draft: 2025 Eastside Redevelopment Plan Update
Business Impact Analysis Report
Draft: Eastside Redevelopment Board Meeting Minutes 3.11.25
Draft: Eastside Redevelopment Board Meeting Minutes 4.08.25

- 26.** 25-658 ADD-ON: PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

Recommendation: That City Council approve the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant for Terminal Modernization and Expansion in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *FAA Confirmation of Support*
Supplemental Budget Resolution No. 2025-33
Supplemental Budget Explanation No. 2025-33

- 27.** 25-659 ADD-ON: SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-33 - PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2025-33.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2025-33*
Supplemental Budget Explanation No. 2025-33
FAA Confirmation of Support

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 435-1606 (or TDD 435-1666) for further information. Request must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-71

City Council

6/12/2025

MINUTES

SUBJECT:

APPROVAL OF MINUTES: SPECIAL (SHADE) MEETING DATED MAY 22, 2025 AND
REGULAR MEETING DATED MAY 22, 2025

ATTACHMENTS:

1. Draft: Special (Shade) Meeting Dated 5/22/2025
2. Draft: Regular Meeting Dated 5/22/2025



City of Pensacola CITY COUNCIL

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

SPECIAL MEETING MINUTES

May 22, 2025

4:00 PM

City Council Chambers, 1st Floor

ROLL CALL

Council President Moore called the Special Out-of-the-Sunshine meeting to order at 4:02 P.M. for the following purpose:

The City Council of the City of Pensacola, Florida to hold a private meeting with its attorneys to discuss settlement negotiations pertaining to pending litigation in the case of Eric L. Frank v. City of Pensacola, Escambia County Circuit Court Case No. 2015 CA 001298, in accordance with Section 286.011(8), Florida Statutes.

Such attorney-client session will be held on May 22, 2025, at 4:00 p.m., in City Hall, Council Chambers, 222 W. Main Street, Pensacola, Florida. Councilmembers Casey Jones, Jared Moore, Jennifer Brahier, Teniade Broughton, Allison Patton, Charles Bare and Delarian Wiggins; Mayor D.C. Reeves; City Attorney Adam Cobb; and George Levesque, attorney representing the City in the foregoing litigation, will be in attendance. A certified court reporter will attend and report the attorney-client session.

In accordance with Section 286.011(8), Florida Statutes, the meeting was called to order in public and roll call was taken.

Council Members Present: Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

Council Members Absent: Casey Jones

Also Present: Mayor D.C. Reeves

DISCUSSION ITEMS

1. 25-649 ATTORNEY - CLIENT PRIVATE SESSION WITH ITS ATTORNEYS TO DISCUSS SETTLEMENT NEGOTIATIONS PERTAINING TO PENDING LITIGATION IN THE CASE OF IN RE: ERIC L. FRANK V. CITY OF PENSACOLA, ESCAMBIA COUNTY CIRCUIT COURT CASE NO. 2015 CA 001298.

Recommendation: That City Council hold an attorney-client private session with its attorneys to discuss settlement negotiations pertaining to pending litigation in the

case of In re: Eric L. Frank v. City of Pensacola, Escambia County Circuit Court
Case No. 2015 CA 001298.

Council President Moore called for the private session to take place with (only) the individuals listed above in attendance.

Private session takes place from 4:03 P.M. until 4:43 P.M.

ACTION ITEMS

None

ADJOURNMENT

There being no further business, the special meeting was adjourned.

Upon resolution of the lawsuit, the transcript of the private session provided by the certified court reporter will become public record.

WHEREUPON the meeting was adjourned at 4:43 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

CITY COUNCIL

MINUTES

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

May 22, 2025

5:30 PM

Council Chambers, 1st Floor

ROLL CALL

Council President Moore called the regular meeting to order at 5:34 P.M.

Council Members Present: Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones (arrived 5:54), Delarian Wiggins

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Teniade Broughton

AWARDS

Mayor Reeves presented a proclamation highlighting *National Public Works Week*.

FIRST LEROY BOYD FORUM

Mary Williams: Addressed Council regarding various concerns related to de-funding economic development and DEI programs which impact minority and low-income communities. She further inquired about the status of ST Engineering. She urged the Council to address necessities.

Colvin Rancifer: Addressed Council regarding affordable housing for low-income families due to soaring rent prices and referenced the (former) Baptist Hospital Legacy Campus.

APPROVAL OF MINUTES

1. 25-70 APPROVAL OF MINUTES: REGULAR MEETING DATED MAY 8, 2025

Recommendation: That City Council approve regular meeting minutes dated May 8, 2025.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote (with Council Member Jones not yet in attendance):

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

APPROVAL OF AGENDA

Council Member Bare requested consent items 3, 4, 5, and 6 be moved to the regular agenda and placed following Item 26.

Council President Moore indicated he would entertain a motion to approve the agenda as amended.

A motion to approve as amended was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote (with Council Member Jones not yet in attendance):

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

CONSENT AGENDA

2. 25-414 AWARD OF CONTRACT BID NO. 25-017 - LANDSCAPE MAINTENANCE SERVICES FOR RIGHT-OF-WAYS

Recommendation: That City Council award Bid #25-017 for Landscape Maintenance Services for Right-of-Ways to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most

responsible bidder with a base bid of \$100,995.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

7. 25-568 AWARD OF CONTRACT FOR RFQ NO. 25-022 ENVIRONMENTAL ASSESSMENT AND ENGINEERING DESIGN FOR CDBG-DR

Recommendation: That City Council award a contract for RFQ 25-022 Environmental Assessment and Engineering Design Services for Federally Funded Community Development Block Grant-Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Grant to Geosyntec Consultants, LLC of Pensacola, FL with the set rate sheet attached in their proposal. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

8. 25-577 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$750 to the Fiesta of Five Flags Association, Inc. and \$750 to Gallery Night Pensacola, Inc. from the City Council Discretionary Funds for District 5.

9. 25-634 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$1,000 to Pensacola Promise d/b/a Chain Reaction and \$500 to the Ella L. Jordan African American History Museum from the City Council Discretionary Funds for District 6.

10. 25-650 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to Jack and Jill of America from the City Council Discretionary Funds for District 7.

A motion to approve consent agenda items 2, 7, 8, 9, and 10 was made by Council Member Wiggins and seconded by Council Vice President Patton.

The motion passed by the following vote (with Council Member Jones not yet in attendance):

Yes: 6 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Delarian Wiggins

No: 0 None

REGULAR AGENDA

11. 25-569 APPROVAL OF GROUND LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND SOUTHERN YOUTH SPORTS ASSOCIATION, INC.

Recommendation: That City Council approve the Ground Lease Agreement between the City of Pensacola and Southern Youth Sports Association Inc. for construction of the Rafferty Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Ground Lease Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Wiggins and seconded by Council Vice President Patton.

Mayor Reeves (sponsor) explained the proposal being offered through this public/private partnership. He called on Lumon May, representing Southern Youth Sports Association, Inc. who addressed Council elaborating on the proposed terms of the ground lease agreement and the mission of (their) organization. He responded accordingly to questions from Council Member Bare.

Public input was heard from the following individuals:

Colvin Rancifer	Renee Borden
Michelle Press	Kirwan Price
Kristin Brown	Kevin Wade
Netisha Rodgers	Melissa Pino
Shirley Cronley	Jordyn Palmer
Travis Peterson	Cedd Brooks
John Chandler, Jr.	Tyra Henderson
Chandra Smiley	Walter Arrington
Dylan Kariher	Dedra Thompson
Joseph Marshall	Kayla Harmon
Raymond Palmer	Linda Wright
Clorissti Shoemo	Arnethia Welcome
Troy Rafferty	Michael Riley
Breck Bonner	Tommy White

Joyce Hopson
Carolyn Grawi
David Bear

Keke Brooks (someone on her behalf)
Maiya Mixon

Following public input, discussion ensued among Council with Mayor Reeves and Mr. May fielding comments and questions. City Attorney Cobb responded accordingly to questions.

During discussion, Council Member Broughton made a motion to call the question and Council Member Wiggins seconded.

The vote was called.

The motion failed by the following vote:

Yes: 3	Allison Patton, Teniade Broughton, Delarian Wiggins
No: 4	Jared Moore, Charles Bare, Jennifer Brahier, Casey Jones

Discussion continued among Council with City Attorney Cobb responding accordingly to questions. Mayor Reeves made follow-up remarks.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 6	Jared Moore, Allison Patton, Charles Bare, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 1	Jennifer Brahier

Council President Moore called for a short recess.

Meeting was recessed at 8:22 P.M. and reconvened at 8:29 P.M.

12. 25-656 SETTLEMENT AGREEMENT FRANK V. CITY OF PENSACOLA

Recommendation: That City Council consider the proposed settlement agreement for approval. Further, if the City Council approves the settlement agreement, it authorize the Mayor to execute and take the actions necessary to carry out the agreement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

Brief discussion took place with City Attorney Cobb responding accordingly to questions from Council Members Bare and Broughton. Mayor Reeves made follow-up remarks.

There being no further discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

At the end of the regular agenda (following Item 27, P.O. No. 4-25), City Attorney Cobb indicated that there was an additional issue for Council to address related to Exhibit "A" of the settlement agreement, which is the Administration Agreement among the Parties and Kroll Settlement Administration, LLC which establishes certain terms and conditions for the administration of the class settlement contemplated therein. He indicated that this document that was not included still needs to be finalized.

A motion to reconsider (Item 12, 25-656 Settlement Agreement Frank v. City of Pensacola) was made by Council Member Brahier and seconded by Council Member Bare.

The motion to reconsider passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

A motion to amend (Item 12, 25-656 Settlement Agreement Frank v. City of Pensacola) was made by Council Vice President Patton and seconded by Council Member Brahier that City Council authorize the City Attorney and Council President to finalize the Administration Agreement without bringing it back to Council for approval.

The motion to amend passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

Prior to adjournment, Council Member Jones reminded Council President Moore that since **the amendment (to Item 12, 25-656 Settlement Agreement Frank v. City of Pensacola) was approved that Council should also vote on the main motion as amended.**

The main motion as amended passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

Council President Moore then moved into the communications portion of the agenda.

13. 25-481 APPLICATION FOR EXCLUSIVE USE PARKING 801 E. GREGORY STREET - 13 SPACES LOCATED ALONG 13TH AVENUE

Recommendation: That City Council approve the exclusive use of 13 parking spaces to be constructed by Homewood Suites on 13th Avenue adjacent to the property located at 801 East Gregory Street. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Wiggins and seconded by Council Member Jones.

Mayor Reeves (sponsor) thanked City staff for working to come up with a parking pricing structure.

There being no discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

14. 25-518 PENSACOLA SOUTHERN CITIES ECONOMIC INSTITUTE (SCEI) MOU 2025

Recommendation: That City Council approve a Memorandum of Understanding (MOU) between the National League of Cities Institute (NLCI) and the City of Pensacola, Florida for participation and understanding as part of the Southern Cities Economic Institute (SCEI) between April 24, 2025, and October 31, 2025. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the MOU consistent with the terms of the Memorandum of Understanding and the terms of the MOU and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

15. 25-530 SUPPLEMENTAL BUDGET RESOLUTION - 2025-31 - NATIONAL LEAGUE OF CITIES SOUTHERN CITIES ECONOMIC INITIATIVE COHORT-GRANT FUNDING

Recommendation: That the City Council adopt Supplemental Budget Resolution No. 25-530.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

16. 25-533 SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-25 - PORT GRANT PROJECTS

Recommendation: That City Council adopt supplemental Budget Resolution No. 2025-25:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade
 Broughton, Casey Jones, Delarian Wiggins
No: 0 None

17. 25-584 PUBLIC HEARING TO CONSIDER ADOPTION OF URBAN CORE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the City Council hold a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed Urban Core CRA Plan Update, Spring 2025, as enumerated herein.

CRA Division Manager D'Angelo briefly addressed Council regarding the purpose of the public hearing related to the plan update.

There being no public input or discussion, Council President Moore indicated he would entertain a motion.

A motion to approve was made by Council Member Brahier and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

18. 25-536 RESOLUTION NO. 2025-29 - APPROVING THE URBAN CORE CRA PLAN UPDATE, SPRING 2025

Recommendation: That the City Council adopt Resolution No. 2025-29.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Vice President Patton and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

19. 25-585 PUBLIC HEARING TO CONSIDER ADOPTION OF WESTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council conduct a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed

Westside CRA Plan Update, Spring 2025, as enumerated herein.

CRA Division Manager D'Angelo briefly addressed Council regarding the purpose of the public hearing related to the plan update.

There being no public input or discussion, Council President Moore indicated he would entertain a motion.

A motion to approve was made by Council Member Wiggins and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

20. 25-535 RESOLUTION NO. 2025-28 - APPROVING THE WESTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council adopt Resolution No. 2025-28.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE WESTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE WESTSIDE COMMUNITY REDEVELOPMENT PLAN; PROVIDING THAT ALL COMMUNITY REDEVELOPMENT ACTIVITIES FINANCED BY TAX INCREMENT REVENUES IN THE WESTSIDE REDEVELOPMENT AREA SHALL BE COMPLETED BY SEPTEMBER 30, 2046; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Wiggins and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

21. 25-586 PUBLIC HEARING TO CONSIDER APPROVAL OF THE EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council hold a public hearing in accordance with Chapter 163, Part III, Florida Statutes to consider adoption of the proposed

Eastside CRA Plan Update, Spring 2025, as enumerated herein.

CRA Division Manager D'Angelo briefly addressed Council regarding the purpose of the public hearing related to the plan update.

Tony McCray had originally requested to address Council but was no longer in attendance when called.

There being no discussion, Council President Moore indicated he would entertain a motion.

A motion to approve was made by Council Vice President Patton and seconded by Council Member Jones.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

22. 25-538 PROPOSED ORDINANCE NO. 5-25 - APPROVAL OF EASTSIDE CRA PLAN UPDATE, SPRING 2025

Recommendation: That City Council approve Proposed Ordinance No. 5-25 on first reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Member Wiggins and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

23. 25-611 PUBLIC HEARING TO CONSIDER EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

Recommendation: That City Council hold a public hearing in accordance with

Chapter 163, Part III, Florida Statutes to consider extending the Westside Community Redevelopment Trust Fund, as enumerated herein.

CRA Division Manager D'Angelo briefly addressed Council regarding the purpose of the public hearing related to the extension of the trust fund.

There being no public input or discussion, Council President Moore indicated he would entertain a motion.

A motion to approve was made by Council Member Bare and seconded by Council Member Jones.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

24. 25-539 PROPOSED ORDINANCE 6-25 AMENDING ORD. NO. 31-14 TO PROVIDE THE EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

Recommendation: That City Council approve Proposed Ordinance No. 6-25 on first reading.

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Vice President Patton and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

25. 25-537 PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

Recommendation: That City Council approve Proposed Ordinance No. 3-25 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA

CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Member Brahier and seconded by Council Member Wiggins.

Mayor Reeves (sponsor) explained the property owner is voluntarily annexing this property into the City to help address public safety issues due to being split city/county limits. Council Member Brahier made brief comments indicating she is grateful for this action.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

26. 25-546 PROPOSED ORDINANCE NO. 7-25 - AMENDMENT TO CITY CODE SECTION 4-3-97 - FEES AND SURCHARGES

Recommendation: That City Council approve Proposed Ordinance No. 7-25 on first reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion to pass on first reading was made by Council Member Wiggins and seconded by Council Member Brahier.

Mayor Reeves (sponsor) explained the intent of the proposed amendments related to re-establishment of recycling as an option for sanitation customers. He responded accordingly to questions from Council Members along with Finance Director Lovoy.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade

Broughton, Casey Jones, Delarian Wiggins
No: 0 None

3. 25-415 AWARD OF CONTRACT BID NO. 25-013 - LANDSCAPE MAINTENANCE SERVICES FOR ZONE 1

Recommendation: That City Council award Bid #25-013 for Landscape Maintenance Services for Zone 1 to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$116,648.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

Interim Parks & Recreation Director Shanaghan responded accordingly to questions from Council Members Brahier and Bare (related to this item, as well as items 4, 5, and 6).

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

4. 25-417 AWARD OF CONTRACT BID NO. 25-014 - LANDSCAPE MAINTENANCE SERVICES FOR ZONE 2

Recommendation: That City Council award Bid No. 25-014 for Landscape Maintenance Services for Zone 2 to Big Orange Enterprises, LLC d/b/a Escape Landscaping and Lawn Care of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$118,400.00. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Brahier and seconded by Council Vice President Patton.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

5. 25-420 AWARD OF CONTRACT BID NO. 25-016 - LANDSCAPE MAINTENANCE SERVICES ZONE 4

Recommendation: That City Council award Bid No. 25-016 for Landscape Maintenance Services for Zone 4 to Executive Landscaping, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$126,586.28. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Brahier and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

6. 25-423 AWARD OF CONTRACT BID NO. 25-015 - LANDSCAPE MAINTENANCE SERVICES ZONE 3

Recommendation: That City Council award Bid No. 25-015 for Landscape Maintenance Services for Zone 3 to Executive Landscaping, Inc. of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$122,438.67. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

A motion to approve was made by Council Member Bare and seconded by Council Member Brahier.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins

No: 0 None

27. 25-646 PROPOSED ORDINANCE NO. 4-25 - REPEAL OF THE CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND AUTHORITY

Recommendation: That City Council adopt proposed ordinance 4-25 on second reading:

AN ORDINANCE REPEALING IN ITS ENTIRETY ARTICLE III – CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND AUTHORITY; AMENDING ARTICLE IV – CONTRACTOR CERTIFICATION, SECTION 14-2-162 – NATIONAL ELECTRICAL CODE ADOPTED, SECTION 14-2-193 - AMENDMENTS, SECTION 14-2-243 – AMENDMENTS, SECTION 14-2-264 - AMENDMENTS, SECTION 7-10-4 – CONSTRUCTION BOARD OF APPEALS HEARING FEE, SECTION 12-9-7 – VARIANCES AND APPEALS, SECTION 14-2-117 – PERMIT APPEALS AND SECTION 14-2-136 – DEMOLITION OF THE CITY CODE OF THE CITY OF PENSACOLA; REPEALING CLAUSE; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Bare and seconded by Council Member Wiggins.

The motion passed by the following vote:

Yes: 7 Jared Moore, Allison Patton, Charles Bare, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

None

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Some Council Members made comments regarding recent/upcoming happenings, events, and community initiatives.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 9:45 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-230

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AMENDMENT TO THE ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING
DEPARTMENT HOUSING CHOICE VOUCHER PROGRAM

RECOMMENDATION:

That City Council approve an amendment to the Administrative Plan for the Pensacola
Housing Department Housing Choice Voucher Program.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All
Income Levels

The Administrative Plan for the Section 8 Housing Choice Voucher (HCV) program is used to
outline local policies and procedures for the administration of this program in accordance with
the U.S. Department of Housing and Urban Development (HUD) requirements. This plan must
be amended from time to time to remain in compliance with updated HUD guidelines and
program offerings.

Modifications to the Administrative Plan are required to incorporate updated requirements from
HUD under the Housing Opportunity Through Modernization Act (HOTMA). HOTMA mandates
modifications to client income exclusions, updates to certain programs definitions, and updated
guidance on de minimis errors to meet HUD's compliance date of July 1, 2025. Additionally,
several modifications are being implemented to clarify operating policies and procedures as a
result of these changes. A summary of plan modifications is as follows:

- Section 7: Added section to clarify voucher sizes for foster adults, foster children, and
live in aides
- Section 8.1: Updated or Revised Income Exclusions and Deductions
- Section 10: Updated language regarding the Authorization for Release of Information
- Section 10.10: Updated information regarding verification of allowance deductions from
Income

- Section 16.5: De Minimis Errors
- Appendix 3/Glossary of Terms: Added or modified Definitions for HOTMA compliance

PRIOR ACTION:

September 14, 2023 - City Council approved an Administrative Plan Amendment for the HCV program to reflect post-COVID policies and procedures, to include a Foster Youth to Independence Program, and other updated HUD regulations and guidance

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

1. 2025 HCV Administrative Plan - Redline Version
2. 2025 HCV Administrative Plan - Clean Version

PRESENTATION: No



**Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program**

September 2023 June 2025

Pensacola Housing Department
P.O. Box 12910
Pensacola, FL 32521
850.858.0350
www.cityofpensacola.com/housing

Notice

This Administrative Plan was most recently approved by Pensacola City Council on ~~September 14, 2023~~ June 12, 2025.

Prior versions of this plan had been approved on February 24, 2022, December 16, 2021, ~~and~~ December 14, 2017, and September 14, 2023.

Where there may be a conflict between this document and any Department of Housing and Urban Development (HUD) regulations concerning administration of the Housing Choice Voucher program, including any regulations adopted after the approval of this plan, the HUD regulations, including those defined in HUD's Public and Indian Housing (PIH) Notices, shall automatically supersede any section or part of this Administrative Plan.

Revision History

09/2023	Section 1	Adds new section on Foster Youth to Independence Initiative
09/2023	Section 3	3.4: Added info regarding Violence Against Women Act 3.14: Clarified Live In Aide policies
09/2023	Section 5	Added information on homeless admittance preferences and verifications.
09/2023	Section 6	Revisions to reflect current HUD regulations regarding Project Based Vouchers
09/2023	Section 9	Revisions to reflect current HUD regulations regarding decreasing payment standards
09/2023	Section 13.11	Adds verbiage regarding carbon monoxide detectors under emergency fail items for units requiring carbon monoxide detection
09/2023	Section 13	Clarifies procedures when a report is received for children under 6 with elevated blood lead levels residing in assisted units.
09/2023	Section 10	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Section 11	Cut Section 11.5 on Income Discrepancy Resolutions. Modified EIV references to IVT
09/2023	Section 17	17.6: New section on voucher bifurcation under VAWA or other circumstances
09/2023	Sections 10, 23, 24	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Sections 5, 13, 16	Minor changes to reflect post-COVID policies and procedures

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1.0 Program Overview

The Housing Choice Voucher Program (HCV) is a federal housing assistance program managed by the U.S. Department of Housing and Urban Development (HUD) and administered at the local level by public housing agencies (PHAs), including the City of Pensacola Housing Department (Pensacola Housing). The HCV program allows extremely low and very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. It is frequently referred to as the Section 8 program, in reference to the portion of the U.S. Housing and Community Development Act of 1974 under which the original subsidy program was authorized. The United States Code covers this program in Title 42, Chapter 8, Section 1437f.

Pensacola Housing administers the housing choice voucher program throughout Escambia County, Florida.

1.1 Goals of the Pensacola Housing Department

The mission of the Pensacola Housing Department is to support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for Escambia County residents. This is accomplished by aiding in the delivery of a sufficient volume and variety of affordable housing options; assisting in the elimination of slum and blighting influences; preventing the deterioration of property; and maintaining viable neighborhoods that enhance the quality of life for the residents.

As opportunities arise, Pensacola Housing Department will partner with area social service and affordable housing providers to meet the needs of the community.

In addition, Pensacola Housing is committed to helping low-income Escambia County residents achieve the dream of homeownership.

1.2 Summary of the HCV Program

Pensacola Housing utilizes the HCV program to assist very low and extremely low income households in securing decent, safe and sanitary housing within affordable limits.

Under Pensacola Housing's HCV program, households that are determined eligible are issued a voucher with which to find and lease a suitable unit in the private sector. Both the family and Pensacola Housing will pay a portion of the contract rent. For most households, the tenant portion of the housing costs will be 30% of the adjusted household income. (Adjusted income is total household income minus qualified deductions.) The remainder of the contract rent, over the tenant portion, is paid by Pensacola Housing directly to the landlord.

Pensacola Housing maintains a waiting list of applicants for the HCV program. Families who are interested in the HCV program must first apply to be placed on the waiting list.

1.3 Special Purpose Voucher Programs

In addition to funding the general HCV program, Congress has earmarked funds for special purpose voucher programs such as the Veterans Affairs Supportive Housing Program (VASH), the Family Unification Program (FUP), the Family Self Sufficiency Program (FSS), the Tenant Based Rental Assistance Program (TBRA), and the Emergency Housing Voucher Program (EHV). Depending on funding, Pensacola Housing may have one or more of these special purpose voucher types available. When vouchers are available, families who are eligible for and interested in the VASH, FUP, TBRA, or other special purpose voucher programs will be referred to the Housing Department by the appropriate local agency.

Pensacola Housing also has vouchers that are allocated to serve non-elderly disabled households (NED) and will administer those vouchers in accordance with HUD Notice PIH 2013-19.

1.3.1 HCV Homeownership Program

The Housing Choice Voucher (HCV) Homeownership Program was created by HUD to assist low-income, first-time homebuyers in purchasing homes. Through the Homeownership option, a PHA may provide voucher assistance for an eligible family that purchases a dwelling unit for residence by the family. The program is funded by HUD and administered by participating local Public Housing Authorities (PHAs). In addition to HUD's regulations, the PHA may also adopt additional requirements, including lender qualifications or terms of financing.

In keeping with the goal of helping low-income Escambia County residents achieve the dream of homeownership, Pensacola Housing may develop an HCV Homeownership Program for qualified voucher-holders.

1.3.2 Foster Youth to Independence (FYI) Program

1.3.2.1 Program Overview [Notice PIH 2020-28; Notice PIH 2021-26; Notice PIH 2023-04]

The Foster Youth to Independence (FYI) initiative allows PHAs that partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months. Funding is available either competitively through an FYI NOFA or noncompetitively on a rolling basis in accordance with application requirements outlined by HUD. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability for those PHAs with 90 percent or greater utilization to request additional vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

1.3.2.2 Partnering Agencies

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program. The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services.

In addition, HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, and faith-based organizations; the CoC; or a CoC recipient it designates.

1.3.2.3 Youth Eligibility Criteria [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age at time of HAP contract execution (have not yet reached their 25th birthday);
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; or
- Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

1.3.2.4 Supportive Services [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hookup fees, and utility deposits;

- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

1.3.2.5 Referrals and Waiting List Management [Notice PIH 2021-26; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility. The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention. Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness. Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants certified as eligible by the PCWA and not already on the PHA's HCV waiting list must be placed on the HCV waiting list (pending PHA eligibility determinations). If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply. After an initial notification according to Administrative Plan, the waiting list for FYI vouchers will be continually open for referrals from the PCWA as long as there are FYI vouchers available.

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies, including any preferences that may apply.

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements. The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP contract execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

1.3.2.7 Lease Up

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies. During the family briefing, the PHA must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements; and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and Pensacola Housing policies.

Should a youth fail to use the voucher, Pensacola Housing may issue the voucher to another eligible youth if one has been identified.

1.3.2.8 Turnover [FYI FAQs]

For PHAs awarded FYI vouchers under Notices PIH 2023-04, if a recipient of an FYI voucher leaves the program, the PHA must continue to use the FYI voucher for eligible youth upon turnover. Where there are more eligible youth than available FYI turnover vouchers, the PHA may request an FYI voucher under the requirements of Notice PIH 2023-04. If another eligible youth is not available, the PHA must notify HUD, and HUD will reduce the PHA's HCV assistance to account for the removal of the FYI assistance from the PHA's HCV baseline.

1.3.2.9 Maximum Assistance Period [Notice PIH 2023-04 and FYI FAQs]

FYI Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI voucher to the same youth upon expiration of their FYI assistance. Participants do not "age out" of the program. A participant may continue with the program until they have received

the period of assistance for which they are eligible. Age limits only apply at admission into the program.

1.3.2.10 Extension of Assistance

FYI voucher holders who first leased or lease a unit after the date of the enactment of the Fostering Stable Housing Opportunities (FSHO) Amendment (December 27, 2020), may be eligible for an extension of up to 24 months of additional assistance beyond the 36-month time limit, for a total of 60 months of assistance. Because Pensacola Housing does not administer an FSS program, program requirements related to FSS program participation do not apply to participants of Pensacola Housing's FYI program. The FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in education, workforce development, and/or employment activities for not less than nine months of the 12-month period preceding each extension. Extensions may also be granted to youth first leasing a unit with a FYI voucher after the date of enactment of the Fostering Stable Housing Opportunities (FSHO) if they certify that they meet one of the statutory exceptions below:

- The FYI voucher holder is a parent or other household member responsible for care of a dependent child under the age of 6 or for the care of an incapacitated person.
- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program
- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in education, workforce development, or employment activities due to a documented medical condition.

1.3.2.11 Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this section does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the extension requirements, Pensacola Housing will conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, Pensacola Housing will extend the voucher assistance.

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam. If the FYI voucher holder does not meet any of the conditions described in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant based vouchers) or from the date the youth entered into the initial lease agreement (for project based voucher). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing.

1.3.2.13 Termination of Assistance [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies. Given the statutory time limit that requires FYI vouchers to sunset, the PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

1.3.2.14 Portability [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

A FYI youth does not have to port to a jurisdiction that administers FYI vouchers. If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of a FYI voucher. Otherwise, the initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

The PHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and PHA policies.

1.4 Purpose of the Administrative Plan

The purpose of this Administrative Plan is to define the policies and procedures of Pensacola Housing's HCV programs.

1.5 Adherence to the PHA Plan

In accordance with HUD regulations, each PHA must adopt a PHA Plan, consisting of a Strategic Plan, updated every five years, and an Annual Plan, updated annually. Both the Strategic Plan and the Annual Plan must be approved by HUD.

It is always the intent of Pensacola Housing to adhere to the mission, goals, and objectives outlined in its five-year strategic plan. The plan, however, may be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur. Pensacola Housing defines substantial deviations as:

- Any change in the planned or actual use of federal funds for activities that would prohibit or redirect Pensacola Housing's strategic goal of increasing the availability of decent, safe, and affordable housing for the citizens of Escambia County.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the five-year plan that exceeds 25% of Pensacola Housing's annual program budget for voucher program activities.
- A need to respond immediately to an incident, emergency, or disaster beyond the control of Pensacola Housing, such as hurricanes, tornadoes, or other unforeseen events.
- Mandates from local government officials, specifically the governing body of Pensacola Housing, to modify, revise, or delete its long-range goals and objectives.

A substantial deviation does not include changes to HUD's rules and regulations.

A significant amendment or modification to the Annual Plan and Five-Year Strategic Plan is defined as changes of a significant nature to the Minimum Total Tenant Payment, to admission policies, or to the organization of the waiting list.

1.6 Funding of Operating Expenses

The cost of administering the HCV program is paid for by HUD through administrative fees, which are updated and allocated annually to each PHA.

Pensacola Housing's HCV Administrative Reserve is intended to fund voucher program administrative expenses in excess of fees earned during the current fiscal year. Other uses may be approved, subject to limitations established by HUD regulations. The Administrative Reserve is separate from any HAP Reserve, which can be used to fund HAP payments in excess of subsidies received in the current fiscal year.

Operating expenses for Pensacola Housing's HCV program are controlled through the Housing Department's annual operating budget, as submitted by the Housing Director and approved by the Mayor and City Council.

Occasionally it may be necessary for Pensacola Housing to spend money from its HCV Administrative Fee Reserve to meet unseen or extraordinary expenditures, or for other housing-related purposes consistent with state law.

Pensacola City Council has authorized the Housing Director to expend without prior approval up to \$25,000.00 for authorized expenditures. Any item or items exceeding \$25,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

1.7 Use of CARES Act Waivers as a Response to COVID-19

The Coronavirus Aid, Relief and Economic Security (CARES) Act offered waivers for numerous statutory and regulatory requirements for the U.S. Department of Housing and Urban Development (HUD), Section 8 Housing Choice Voucher (HCV) program. The waivers were intended to allow administrative flexibility to housing agencies in response to the COVID-19 emergency.

Effective April 10, 2020, the City of Pensacola Housing Department adopted some of the permitted waivers to keep the Section 8 HCV program operational to the extent practicable. These waivers remained in effect until December 31, 2021. In a few cases, Pensacola received permission to continue to utilize waivers through December 31, 2022 from the HUD Jacksonville field office through a request process known as the expedited waiver process.

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.
- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.
- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)
- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.
- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.
- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.
- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.
- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.
- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.
- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.
- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.
- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.
- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)
- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

In May 2021, Pensacola Housing received an allocation of 35 Emergency Housing Vouchers (EHVs) to provide assistance to individuals and families who are homeless; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; recently homeless and for whom providing rental assistance will prevent the family's homelessness; or having high risk of housing instability.

In accordance with federal regulations, Pensacola Housing contracted with the local Continuum of Care (CoC), Opening Doors Northwest Florida, to receive qualified referrals and provide required services under the EHV program.

The EHVs may be used throughout Escambia County Florida and are eligible for portability.

The EHV allocation included a budget of \$122,500.00, to cover the term of August 1, 2021 – September 30, 2023 to provide support services and case management for the EHV Program. \$100,000 shall be made available to the CoC to provide the following services, and \$22,500 shall be made available to assist the CoC in providing housing search assistance to eligible program participants.

The CoC's eligible uses for the EHV services fees are as follows:

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.
2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.
4. Assist eligible households to obtain and complete documents for participation in the EHV Program.
5. Provide housing search assistance, to include transportation, for eligible individuals and families.
6. Provide counseling on compliance with rental lease requirements.
7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.
8. Assess and refer individuals and families to benefits and supportive services, where applicable.
9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.
10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.
11. Attend EHV participant briefings when needed.
12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
13. Assure and make available supportive services to the EHV families, where desired.
14. Assist individuals and families with moving expenses when they initially lease a unit, if required.
15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

This chapter defines the criteria that have been established by HUD and by Pensacola Housing for admission, and for denial of admission, to Pensacola Housing's HCV program. Additional admission criteria may apply to special voucher programs such as VASH, FUP, FSS, and TBRA.

Pensacola Housing's policy is to apply these criteria objectively and consistently to all applications received, and to give applicants every opportunity to demonstrate their eligibility.

Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for any decision made by Pensacola Housing regarding their eligibility.

Please see Chapter 3, "Fair Housing and Equal Opportunity," for additional information on program access and eligibility.

To be eligible for participation in Pensacola Housing's voucher programs, an applicant must:

1. Be a "family," as defined below, which must have a head of household, spouse, or co-head who is at least 18 years of age or an emancipated minor;
2. Be within the applicable income limit as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen;
5. Not owe money to Pensacola Housing or other PHAs;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances;
7. Cooperate in the verification process while the application is reviewed and processed;
8. Meet Pensacola Housing's criminal history standards; and
9. Meet Pensacola Housing's participant history standards (if the applicant is a former participant of the program).

The eligibility criteria are defined further below.

2.1 Definition of Family

For the purposes of this program, the definition of family includes, but is not limited to, the following:

1. An individual, who may be an elderly person, a near-elderly person, a disabled person, a displaced person, or any other individual who is at least 18 years of age or an emancipated minor;
2. A woman who is pregnant;
3. A group of persons residing together. Examples of such groups include, but are not limited to:
 - a. A family with children. Note that a child who is temporarily away from the home because of placement in foster care is considered a member of the family for the purposes of this program;
 - b. A family without children;
 - c. An elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 62 years of age. An elderly family may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
 - d. A near-elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62. A near-elderly family may include two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons at least 50 years of age but below the age of 62 living with one or more live-in aides;
 - e. A disabled family, meaning a family whose head of household, spouse, co-head, or sole member is a person with a disability. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
 - f. A displaced family, meaning a family in which the members have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
 - g. The remaining member or members of a participant family who remain in the assisted unit when other members of the household have left the unit.

2.2 Definition of Disabled Person

For the purpose of Pensacola Housing's voucher programs, a person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act; or
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment, as defined by the Americans with Disabilities Act (ADA), that substantially limits one or more major life activities; or has a history or record of such impairment; or is perceived by others as having such an impairment; or
4. Is receiving Social Security Disability or SSI benefits based on a determination of disability by the Social Security Administration.

5. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
6. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Pensacola Housing will verify a person's disability only to the extent necessary to ensure that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation.

It is a violation of Section 504 of the Americans with Disabilities Act and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or participant is capable of living independently.

2.3 Definition of Head of Household

The head of household is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;
2. Will be issued the voucher;
3. Will sign the lease;
4. Will maintain utility accounts for the assisted unit; and
5. Will be responsible for ensuring family obligations under the lease and the Housing Choice Voucher agreement are met.

Note: An emancipated minor may be a head of household.

2.4 Spouse of Head of Household

The spouse is the husband or wife of the head of household.

2.5 Co-Head of Household

A co-head of household is an individual who signs the lease and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A household may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

2.6 Live-In Aide

A live-in aide is a person who resides in the household and who meets the requirements for a live-in aide described in Chapter 3.

2.7 Multiple Families in the Same Household

Two families living together (for example, a married couple, their adult child, and that adult child's spouse and/or children) may be treated as single voucher household, as long as the household meets program eligibility requirements.

2.8 Joint Custody of Children

The following guidelines will be used to determine voucher program eligibility of children who are subject to a joint custody agreement:

1. If custody is split unevenly, children will be considered a household member of the parent with whom they primarily reside (51 percent of the time or more).
2. If custody is split evenly (50/50), the parent wishing to include the child in a voucher household will be required to certify, and provide supporting documentation to establish, that the child resides primarily with the applicant or participant. Examples of supporting documentation include tax returns showing the child claimed as a dependent, or the child's school records.
3. Any family with children in a joint custody or temporary guardianship arrangement wishing to include those children in a voucher household will be required to certify that the child is not listed as a household member in any other unit receiving a subsidy from a federal, state or local housing program.
4. If a child is included in a voucher household administered by Pensacola Housing and subsequently appears on the Multiple Subsidy Report in HUD's EIV system, Pensacola Housing may open an investigation. If it is determined that the criteria defined above have not been met, the child will be removed from the voucher household for the purposes of HUD reporting; and, if appropriate based on remaining household composition, the payment standard for the family will be reduced at the next reexamination.

2.9 Eligibility of Students

On December 30, 2005, HUD published a final rule implementing a new law pertaining to the eligibility of students for Section 8 housing. HUD guidance was published in a notice in the April 10, 2006 Federal Register and is available at <http://www.gpo.gov/fdsys/pkg/FR-2006-04-10/pdf/06-3365.pdf>.

Under this rule, a person is not eligible to separately receive Section 8 assistance who:

- Is enrolled as a student at an institution of higher education (a detailed definition of this term is provided in the April 10, 2006 Federal Register notice, pages 18149-18150); and
- Is under the age of 24; and
- Is not a veteran of the United States military; and
- Is unmarried; and
- Does not have a dependent child; and
- Is individually ineligible for Section 8 assistance; and

- Has parents who are, individually or jointly, ineligible for assistance.

In summary, the Federal Register states: *“If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student’s parents are, individually or jointly, ineligible for assistance, no Section 8 can be provided to the student. Unless the student is determined independent from his or her parents, as discussed in this guidance, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income eligible for Section 8 assistance.”*

Note: HUD’s April 10, 2006 guidance on student eligibility does not apply to a student residing in a Section 8 assisted unit with his or her parent or parents, or to a student residing with his or her parent or parents who are applying to receive Section 8 assistance.

The rule also provides that, in determination of student income, financial assistance in excess of assistance for tuition and eligible fees received by the student will be included in annual income for determination of eligibility for Section 8 assistance. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income.

2.10 Income Eligibility

To be income eligible, the applicant family shall, at the time the family initially receives the Housing Choice Voucher, be a family that is:

1. An extremely low-income or a very low-income family. “Extremely low-income” means a household whose gross annual income does not exceed the higher of the Federal Poverty Level or 30 percent of the area median income established annually by HUD for Escambia County. “Very low-income” means a household whose gross annual income does not exceed 50 percent of the area median income established annually by HUD for Escambia County; or
2. A family that has been continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance); or
3. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Families whose annual income exceeds the very low income limit for their family size will be denied.

In accordance with HUD requirements, Pensacola Housing will ensure that at least 75% of households leased up as new admissions in a fiscal year shall be extremely low-income. If Pensacola Housing determines that it’s in danger of missing this goal, it may suspend issuing vouchers to applicants at the very low income level for a period of time, until the target percentage of extremely low income households has been met. Households at the very low income level will retain their position on the waiting list during this time.

Income limits apply only at admission and are not applicable for continued assistance, even for families who opt to move to a different unit within Pensacola Housing's jurisdiction, or to exercise portability. However, as income increases, the HAP will decrease.

2.11 Income Eligibility for Families Exercising Portability

The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.

For families who apply to the program through Pensacola Housing, this means the applicable income limit for issuance of a Housing Choice Voucher is the income limit for Escambia County, except for families who request to exercise the portability option as an applicant. Families who request to port out without first leasing up in Escambia County must meet the income limit requirements for the receiving PHA's jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability, and have the status of applicant rather than of participant at their initial PHA, must meet Escambia County's very low-income limit in order to be issued a Housing Choice Voucher in this jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability and are currently program participants at the initiating PHA do not have to meet the income eligibility requirements for Pensacola Housing's jurisdiction.

2.12 Mandatory Social Security Numbers

Prior to admission, all applicants are required to provide verification of Social Security Numbers for all family members six months of age and older who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned Social Security Number. For such individuals, verification of a newly assigned Social Security Number must be provided within 90 days of being added to the household.

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on Pensacola Housing's waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided.

Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

2.13 Exemptions from Social Security Number Disclosure

Individuals who were program participants as of January 31, 2010, who are 62 years of age or older, and who had not previously disclosed a valid Social Security Number are exempt from disclosure, even if the individual moves to a new assisted unit.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be included in an applicant household if they do not contend to have eligible immigration status and are part of a “mixed” family, under 24 CFR 5.216(a), 5.516, 5.518, 5.520.

2.14 Citizenship/Eligible Non-Citizen Status

Applicants must provide verification of eligibility based on citizenship or immigrant status at admission to the program.

The status of each member of the household is considered individually for the citizenship/eligible immigrant requirement before the family’s status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the HCV program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Despite the ineligibility of one or more family members, a mixed family may be eligible for partial assistance. See Section 2.14.1, Mixed Families, below.

2.14.1 Mixed Families

A mixed family is a family that includes at least one member with citizenship or eligible immigrant status and another member or members without citizenship or eligible immigrant status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigrant status.

2.14.2 Ineligible Families

Ineligible families are those families in which no members are eligible for assistance.

2.14.3 Appeals

Applicants who are denied admission because of immigrant status are entitled to an informal hearing, as provided in Chapter 21 of this Administrative Plan.

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may

contact law enforcement agencies where the individual has lived previously, or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Department will deny assistance to any adult household member who has one or more drug related or violent-crime-related felony convictions within the past three years. The period of ineligibility will begin on the Disposition Date of the Clerk of the Court, or the date when the guilty verdict was entered.

Applicants who were incarcerated for a drug or violent-crime-related felony become eligible for HCV program assistance three years after their release from incarceration.

Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening.

In addition, Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.15.1 Criminal Screening for the Emergency Housing Voucher (EHV) Program

For the EHV program, Pensacola Housing will use the required federal criminal screening criteria to deny or terminate assistance from the program, as follows:

- Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening; and
- Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.16 Consent Authorization Forms

Each member of the family who is at least 18 years of age, and each head of household and co-head or spouse, regardless of age, shall sign one or more consent forms. The consent forms will include, at minimum, the following:

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials

necessary to complete or verify the application for initial eligibility or for continued participation.

2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

Pensacola Housing will not admit a family if any adult member of the family fails to sign and submit consent forms for obtaining information required by Pensacola Housing. This denial is required pursuant to 24 CFR 982.552(b, 3).

2.18 Other Requirements

In addition to denial of admission for the reasons outlined above, Pensacola Housing may deny admission to a family if any family member:

1. Was previously assisted under the program and was terminated for violating any family obligation in the last 3 years;
2. Was evicted from federally-assisted housing in the last 3 years;
3. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way, in the last 3 years;
4. Currently has a debt with Pensacola Housing or any other PHA. Note that applicants who have a debt with Pensacola Housing based on prior program participation and who have stayed current on a payment plan may request an exception to this requirement, to be reviewed on a case-by-case basis;
5. Has participated in the Family Self-Sufficiency (FSS) program and has failed to comply with the family's FSS contract of participation;
6. Has engaged in or threatened abusive or violent behavior toward Pensacola Housing or other housing authority personnel, in the last 3 years, as follows:
 - a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
 - b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

2.19 Screening for Port-In Families

Pensacola Housing shall use the criminal history requirements, HUD-required denials, and other requirements described above to screen families seeking to port into Pensacola Housing's HCV program, as per 24 CFR 982.355(c, 10).

2.20 Notice of Standards to Applicants and Participants

Pensacola Housing shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds under which Pensacola Housing may deny or terminate assistance because of family action or failure to act; and
3. Pensacola Housing's informal review procedures for denial of admission to the program and informal hearing procedures for terminating program participation.

2.21 Notice to Owners Regarding Additional Tenant Screening

Pensacola Housing shall screen applicants for satisfaction of the program admission criteria only. Pensacola Housing does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. Pensacola Housing has no responsibility for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of HCV program tenants.

2.22 Information Provided to Owners

Upon request, Pensacola Housing will provide to a prospective landlord:

- The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and
- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

It is the policy of Pensacola Housing to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Equal Access, and Equal Opportunity in housing and employment.

3.1 Affirmatively Furthering Fair Housing

Pensacola Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program on the basis of race, color, religion, sex, disability, familial status, national origin, or marital status.

To further its commitment to full compliance with applicable civil rights laws, Pensacola Housing will provide information on federal, state, and local regulations and ordinances to applicants and voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices that take complaints and perform investigations, including HUD's Office of Fair Housing and Equal Opportunity, HUD's Southeast/Caribbean Fair Housing Hub, the Florida Commission on Human Relations, and the Escambia-Pensacola Human Relations Commission. This information will be reviewed during the eligibility briefing session. Fair Housing information and discrimination complaint forms will be part of the voucher holder's eligibility briefing packet and available upon request anytime at the Pensacola Housing Department.

Fair Housing posters are displayed at the Pensacola Housing Department, including in the lobby and meeting room, and the equal opportunity logo is used on all outreach materials.

Pensacola Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as part of the overall commitment to quality customer service. Whenever possible, Pensacola Housing staff will attend Fair Housing training sponsored by HUD and other industry organizations to keep current with new developments.

3.2 Assistance to Families Claiming Discrimination

Pensacola Housing will assist any family that believes it has suffered illegal discrimination by providing copies of the housing discrimination form. Housing Department staff will assist in completing the form, if requested, and will provide contact information for the nearest HUD Office of Fair Housing and Equal Opportunity.

Pensacola Housing will advise families about how to file a complaint if they believe they have been discriminated against by an owner. Housing staff will advise the participant to make a Fair Housing complaint. Pensacola Housing may also make a Fair Housing

compliant though HUD's Office of Fair Housing and Equal Opportunity or to the local Fair Housing organization, the Escambia-Pensacola Human Relations Commission.

3.3 Role of Advocates and Translators

All applicants and participants, whether or not they are persons with a disability, may bring a family member, a case-manager, or an advocate with them to all appointments with Pensacola Housing, including initial interviews, eligibility briefings, and recertification appointments.

With the permission of the applicant or participant, an advocate may be allowed to provide some information on the applicant's or participant's behalf.

Applicants who wish to have case managers, advocates or other intermediaries act on their behalf must sign a release of information form authorizing Pensacola Housing staff to discuss their application information with the intermediary.

Pensacola Housing staff may assume that advocates and translators, including adult family members, who accompany applicants and participants in person have the applicant's or participant's permission to witness confidential conversations and documents.

Pensacola Housing staff may assume that advocates and translators who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicant's or participant's permission to conduct the conversation. However, staff will exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant; or, staff may refrain from disclosing highly sensitive information (for instance, denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

Pensacola Housing staff will not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present without a written, signed and dated request by the applicant or participant giving Pensacola Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed. The HUD Form-92006, "Supplement to Application for Federally Assisted Housing," may be used for this purpose.

Pensacola Housing staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), and the Consolidated Appropriations Action of 2022, Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as “abuse”) is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as “serious or repeated violations of the lease” for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Department or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial, or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

Pensacola Housing will provide applicants who are denied assistance with a copy of Form HUD-5382, Certification of Domestic Violence, along with their denial letter, and will provide participants whose assistance is terminated with copies of Form HUD-5382, Certification of Domestic Violence; Form HUD-5380, Occupancy Rights Under VAWA; and a copy of Pensacola Housing's HCV Emergency Transfer Plan.

3.5 Accessibility to Persons with Disabilities

The Pensacola Housing Department is accessible to persons with disabilities. Accessibility for the hearing impaired is available via TDD/TTY at (850) 595-0102.

Except as otherwise provided in 24 CFR 8.21(c, 1), 24 CFR 8.24(a), 24 CFR 8.25, and 24 CFR 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because Pensacola Housing's facilities are inaccessible to, or unusable by, persons with disabilities.

Pensacola Housing shall operate each service, program, and activity so that when viewed in its entirety, each service, program, and activity is readily accessible to and usable by individuals with disabilities.

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception ~~or~~, change, or adjustment to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have full access equal opportunity to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable

accommodations, upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

This reasonable accommodation policy is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Pensacola Housing, when Pensacola Housing initiates contact with a family, and when Pensacola Housing schedules or reschedules appointments of any kind.

Information is provided to both applicants and participants of the voucher programs, during the eligibility briefing and during the recertification process, regarding their right to reasonable accommodations. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

3.7 Different Treatment Only on Request

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Pensacola Housing will treat that person differently than anyone else. The option to request an accommodation will be made known by including notices on Pensacola Housing application materials, handbooks, forms, and letters and on notices posted throughout the Pensacola Housing Department.

It is a violation of Section 504 of the Americans with Disabilities Act (ADA) and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or tenant is capable of living independently.

3.8 Identifying and Responding to Requests for Accommodation

Although Pensacola Housing does not make assumptions about any client or visitor's needs, it is not always necessary for the person making the request to use the term "reasonable accommodation" in order to be granted one. Often, requests for accommodation are first expressed as complaints that a particular program feature or process is inaccessible.

Pensacola Housing staff presented with a complaint about accessibility may make a determination to immediately treat the complaint as a request for a reasonable accommodation and grant it, if the accommodation is customary and relatively simple to do accommodate (for example, conducting a one-on-one eligibility briefing). Otherwise, staff will ask the person complaining if he or she wishes to request an accommodation. If the answer is yes, staff will invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2,

Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

The written request must contain the individual's own certification of the presence of a disability and a description of the requested accommodation, along with any acceptable alternatives the individual may be able to identify in advance. In addition, Pensacola Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability that meets one of the definitions from Section 2.2; and
2. The assertion that the person needs the specific accommodation requested in order to have equal access to the voucher program.

Completed written requests for an accommodation shall be given to the Pensacola Housing staff member working with the client. The staff member will forward the request to his or her supervisor, who will review and respond to the request. Copies of all requests for accommodation shall be kept in the applicant/participant file.

3.10 Undue Administrative or Financial Burden

If Pensacola Housing finds that the requested accommodation creates an undue administrative or financial burden, Pensacola Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of Pensacola Housing (for instance, waiving a family obligation).

A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose a severe financial hardship to the Pensacola Housing Department.

3.11 Responding to a Request for Accommodation

Pensacola Housing will provide a written decision to the person requesting the accommodation within 30 calendar days of receipt of the individual's written request for the accommodation. The written response shall include information on how to appeal a denial.

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing

Department within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

In accordance with HUD notice PIH 2013-03, Pensacola Housing may approve an exception payment standard of up to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Units that have been granted an exception payment standard as a reasonable accommodation are still subject to a rent reasonableness determination in accordance with section 8 (o, 10) of the U.S. Housing Act of 1937 and the HCV program regulations. Pensacola Housing will perform the rent reasonableness determination and retain a record of it as part of the participant's file. In addition, Pensacola Housing will maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

3.14 Policy on Live-In Aides

A live-in aide is a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A family may include a live-in aide provided that such live-in aide:

1. Is determined by Pensacola Housing to be essential to the care and well-being of an elderly person or a person with disabilities;
2. Is not obligated for the financial support of the disabled or elderly person(s);
3. Would not be living in the unit except to provide care for the person(s);
4. Is qualified to serve as a live-in aide (that is, is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and
5. Meets Pensacola Housing's requirements regarding criminal history.

Additionally, the following requirements apply to live-in aides:

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.

2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their only residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to non-citizen rule requirements; and
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all elements of the live-in aide definition as described above.

A live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant. The live-in aide may not qualify for continued occupancy as a remaining family member if the tenant is no longer living in the unit.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, health care worker, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of a family member who is elderly or disabled.

Pensacola Housing will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

At any time, Pensacola Housing may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

1. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. Commits drug-related criminal activity or violent criminal activity; or
3. Is a sex offender subject to a registration requirement; or
4. Currently owes a debt to Pensacola Housing or to another PHA, and is not current on the repayment agreement.

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

Live-In aides are also subject to the landlord's rental screening criteria. If the selected Live-In Aide does not meet the landlord's screening criteria, the voucher family can select a different Live-In Aide or a different unit.

3.15 Alternate Forms of Communication

When Pensacola Housing has initial contact with an applicant, Housing Department staff will determine whether the individual requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; permitting applicants to submit paperwork by mail; and providing alternative sites for the individual to conduct business, for example, home visits.

Pensacola Housing may never require an applicant to provide, or pay for, his or her own alternative forms of communication, including a sign language interpreter. It is always Pensacola Housing's responsibility to provide a qualified sign language interpreter; however, an applicant may choose to have a friend, relative, or other advocate assist in conducting business with Pensacola Housing.

3.16 Services for Non-English Speaking Applicants and Participants

In compliance with Executive Order 13166, Pensacola Housing provides meaningful access to the HCV programs by minimizing language barriers faced by persons who have limited English proficiency.

Upon request, Pensacola Housing will provide a professional interpreter, whether in person or through a service such as Language Line Services, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except in cases where a professional interpreter is not available in the chosen language. During the meeting with the professional interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

3.17 Reasonable Accommodation or Modification Requests to Landlords

Reasonable accommodation requests made directly to Pensacola Housing cover access to the Pensacola Housing Department's office and other resources, and the ability to use the voucher. However, because Pensacola Housing is not a housing provider, requests for reasonable accommodations or modifications regarding rental applications, lease requirements, the location and features of a rental unit and its surroundings, or other matters concerning a specific landlord or unit, cannot be made directly to Pensacola Housing. Instead, such requests must be made to the landlord. However, Pensacola Housing staff will be available as a resource to assist applicants and participants with this process, including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Department, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Department Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;

9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;
10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or their guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.

10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 Report who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit.** The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and be ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.

5.0 The Application and Voucher Issuance Process

Applying to Pensacola Housing's HCV program involves two phases. The first phase is the initial application, known as the pre-application. The pre-application requires the family to provide limited information including the name, address, phone number, and social security number of the head of household, a list of other household members, declaration of all household income, racial and ethnic designation and disability status of the head of household, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, Pensacola Housing will make a preliminary determination of eligibility. Pensacola Housing will notify the family in writing of this determination. If the family is determined to be ineligible, the notice will state the reasons and the family will have the opportunity to request an informal review.

If the family is determined to be eligible, they will be placed on the waiting list as of the date and time when the completed pre-application was received by Pensacola Housing.

An applicant may at any time report changes in their status, including changes in household composition and income. Pensacola Housing will annotate the applicant's file and will maintain their place on the waiting list. Any change of eligibility status will be confirmed with the family in writing. Applicants are also required to submit any changes of mailing address in writing.

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

Note: The application process may change with notice.

Pensacola Housing may take applications for the HCV program waiting list via a number of methods: online, via mail, or by phone. Prior to the reopening of the waiting list, Pensacola Housing will make public notice of the application method that will be used during that application period.

5.4.1 Phone Applications

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on a predetermined day each month, excluding holidays.

Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later require written verification of the information provided relevant to the applicant's eligibility and household income and composition.

As a reasonable accommodation, each month elderly and disabled applicants will be provided a second opportunity to apply by calling during regular business hours on a day of the month reserved for applications for elderly and disabled households. A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately three months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, sign the Consent for Release of Information forms, provide documentation of household income and allowances, and other required forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Additionally, Pensacola Housing has set aside 25 vouchers for use by homeless households referred to Pensacola Housing by local homeless service providers.

5.8 Income Set Asides

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake

When the applicant's name nears the top of the waiting list, the applicant will be notified of this in writing and provided a checklist of required eligibility materials, which must be

submitted for review by Pensacola Housing staff. The applicant will be provided 30 calendar days in which to submit the required materials.

Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete and eligibility is confirmed, the applicant will be mailed an invitation to attend the Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, including against applicants with disabilities.

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant

during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. All adult family members are required to attend the briefing in order for the family to be eligible to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

Upon request, Pensacola Housing will provide a reasonable accommodation regarding the Eligibility Briefing, such as having the briefing presented at an alternate location or via a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will also provide, upon request, a qualified sign language interpreter. However, the Housing Department's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;
5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

Pensacola Housing will provide the applicant with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.

2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third-party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure ("Protect Your Family from Lead in Your Home");
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;
17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has

attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 calendar days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis. The family is expected to communicate with Pensacola Housing during the term of the voucher, particularly if an extension will be requested.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity

including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
 - a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - c) The person has otherwise been rehabilitated successfully; or
 - d) The person is participating in a supervised drug or alcohol rehabilitation program.
9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Department staff member;
10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs may attach up to 20 percent of their authorized voucher units to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property or 25 units, whichever is greater (project cap), although there are several exceptions to this requirement. The limitation does not apply to properties with units exclusively housing seniors (62 years or older) or units housing households eligible for one or more supportive services available to all families receiving PBV assistance in the project.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:

- a) Young adults aging out of foster care;
 - b) People with mental and/or developmental disabilities;
 - c) People with physical and/or sensory disabilities;
 - d) Domestic violence survivors; and
 - e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.
4. Housing that reduces concentrations of poverty and/or need by:
 - a) Being located in low poverty census tracts;
 - b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
 - c) Serving very low-income populations within mixed-income developments; or
 - d) Reducing concentrations of poverty in existing buildings and developments.
 5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
 6. Housing that offers an appropriate level of supportive services to residents;
 7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
 8. Housing that increases access to high-performing public schools;
 9. Housing that provides opportunities for economic self-sufficiency; and
 10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract, Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing Director that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Florida Power & Light or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and
3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for “evidence of rehabilitation,” and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the

proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to \$50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children or adults who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

7.7 Voucher Size Considerations for Foster adults/children and Live In Aides

Foster children and adults are not considered family members and must not be included in calculations of income for eligibility and rent determination purposes. However, foster adults and children are considered household members and must be included when determining unit size or subsidy standards based on established policies.

Pensacola Housing may only approve one additional bedroom for a Live In Aide. Although a live in aide may have additional family members approved by Pensacola Housing live with him/her in the assisted unit, no additional bedrooms will be provided for members of the live in aide. HQS must be in place.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date.

“Annual income” is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

“Gross income” is the amount of income prior to any HUD mandated expenses or deductions. “Adjusted income” is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance:** \$480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance. This amount may be adjusted annually by HUD and will be implemented as directed by HUD.
2. **Elderly/disabled household allowance:** \$400 per family for families whose head, co-head or spouse is 62 or over or disabled. This amount may be adjusted annually for inflation by HUD. (NOTE: The effective date of the new \$525 allowance per family as outlined under HOTMA will be determined in coordination with HUD and the ability to submit this amount through HUD’s IMS/PIC systems).
3. **Child care allowance:** Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Health and Medical expense allowance:** Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family’s out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of ~~three-ten~~ percent of the gross annual family income. **Note:** If the family is also eligible for a disability expense allowance, the ~~three-ten~~ percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance:** Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. Auxiliary apparatus items can include, for example, expenses for

wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read, or type or special equipment to assist a person who is deaf or hard of hearing. Some examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds ~~three-ten~~ percent of gross annual family income. Note that if the family is also eligible for a health and medical expense allowance, the ~~three-ten~~ percent calculation is only applied one time, not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.1.1 Income Exclusions (24 CFR 5.609(b); PIH Notice 2023-27)

Pensacola Housing will follow income exclusions as outlined in 24 CFR 5.609(b). The following new or revised income exclusions for determining eligibility or benefits as mandated by HUD are effective for new admissions, annual reexaminations or interim reexaminations dated July 1, 2025 or later. Any other federally mandated income exclusions as noted in 24 CFR 5.609(b)(22) will be followed by Pensacola Housing in accordance with Federal Register notice publication and effective dates.

- Adoption Assistance
 - Exclusion: Adoption assistance payments
 - CFR: 24 CFR 5.609(b)(15)
 - Description: Adoption assistance payments for a child in excess of the amount of the dependent deduction.
- Disabilities
 - Exclusion: Achieving a Better Life Experience (ABLE) accounts and Home Based Care Payments for family members with one or more Disabilities
 - CFR: 24 CFR 5.609(b)(19) and (b)(22)
 - Description: ABLE accounts will be included in federally mandated excluded amounts (Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded) and authorized payments made by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
- Family Self Sufficiency (FSS) Account
 - Exclusion: Family Self Sufficiency Account
 - CFR: 24 CFR 5.609(b)(27)
 - Description: Income earned on amounts placed in a family's FSS account.
- Housing gap payments
 - Exclusion: Replacement housing "gap" payments
 - CFR: 24 CFR 5.609(b)(23)

- Description: Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
- Insurance
 - Exclusion: Insurance payments and settlements for personal or property loss
 - CFR: 24 CFR 5.609(b)(5)
 - Description: Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
- Lawsuits
 - Exclusion: Lawsuit Settlements, including Tribal Claims Payments and Civil Rights settlements
 - CFR: 24 CFR 5.609(b)(7), (b)(21), and (b)25]
 - Description: Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled; payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States; and civil rights settlements or judgments, including settlements or judgments for back pay.
- Income of Live-in Aide, Foster Children, or Foster Adult
 - Exclusion: Income of a Live-in Aide, Foster Children, or Foster Adult
 - CFR: 24 CFR 5.609(b)(4) and (b)(8)
 - Description: Income of a live-in aide, foster child, or foster adult and payments received for the care of foster children or adults.
- Loans
 - Exclusion: Loan Proceeds
 - CFR: 24 CFR 5.609(b)(20)
 - Description: The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership)
- Non-recurring income
 - Exclusion: Non-recurring income
 - CFR: 24 CFR 5.609(b)(24)
 - Description: Income that will not be repeated in the coming year based on information provided by the family, including lump sum additions to net family assets.
- Self-employment
 - Exclusion: Gross Self-employment Income
 - CFR: 24 CFR 5.609(b)(28)
 - Description: Gross income received through self-employment or the operation of a business
- Student Financial Assistance
 - Exclusion: Title IV HEA Assistance, Baby bonds, Educational Savings Accounts, and other Student Financial Assistance
 - CFR: 24 CFR 5.609(b)(9)(i) and (b)(9)(ii) and (b)(10)
 - Description: Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, and student financial assistance not excluded

under the HEA for actual covered costs of higher education. Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529 and income earned by government contributions to, or distributions from, "baby bond" accounts created, authorized or funded by federal, state or local government.

- Student Income

- Exclusion: Earned Income of Dependent Full Time Students
- CFR: 24 CFR 5.609 (b)(14)
- Description: Earned income of dependent full-time students in excess of the amount of the dependent deduction.

- Trusts

- Exclusion: Trust distributions
- CFR: 24 CFR 5.609(b)(2)
- Description: Any distributions of a trust's principal are excluded. Pensacola Housing will count any distributions of income from an irrevocable trust or a trust *not* under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.

- Veterans

- Exclusion: Veterans regular aid and attendance payments
- CFR: 24 CFR 5.609(b)(17)
- Description: Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or

services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least \$500.00.

“Previously unemployed” includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member’s income. The incremental increase in income is calculated by comparing the amount of the disabled family member’s income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

Effective April 7, 2016, the earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2016, ending date of the 48-month disallowance period that was permitted at that time).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of \$50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and

means that Pensacola Housing expects program participants to pay a minimum of \$50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of \$50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income

during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;
2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family's responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next annual reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (Florida Power & Light, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing director. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the family share cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the family share and tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHV in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursuing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for participants receiving sources of household income that aren't included in the EIV report and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Authorization for Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information (HUD Form 9886A) form on admissions. At each annual or interim reexamination, Pensacola Housing will determine if any family member turned 18 and has not yet signed the form. Such family member will be required to sign the appropriate form at the reexamination.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance. The Family may revoke consent in writing to Pensacola Housing. However, revoking consent will result in termination or denial of admission.

10.4 Use of the EIV Income Validation Tool (IVT) Report

The EIV Income Validation Tool (IVT) Report provided by HUD, is a tool for identifying families that might have unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query the EIV Income Validation Tool (IVT) for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim

Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, “current assets” include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
- 5.
6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
10. Citizenship or eligible immigrant status;
11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family’s request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, “actual past income” is defined as the most recent 4 quarters’ worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant’s request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the “actual past income” method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two “current and consecutive” check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and
4. Estimated income from overtime, tips, and bonus pay.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or

3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
 - a. Schedule C (Small Business);
 - b. Schedule E (Rental Property Income);
 - c. Schedule F (Farm Income); and
 - d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola

Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that

shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first \$480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, “current assets” include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than \$5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing’s Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total \$5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.

10.9.1 Verification of Asset Value

For participants whose net family assets total \$5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. “Current cash value” means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions and Exclusions from Income [24 CFR 5.611, 24 CFR 5.609, and PIH Notice 2023-27]

This section documents the acceptable verification methods for allowable deductions and exclusions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Health and Medical Expenses (24 CFR 5.603)

Elderly and disabled families requesting an income deduction for health and medical expenses will be required to submit certification documenting the type of unreimbursed health and medical expenses and the cost of the family's out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

~~In all cases where Pensacola Housing is counting medical expenses as income deductions for an elderly or disabled family, Pensacola Housing will adhere to IRS guidelines regarding permissible and non-permissible medical expenses.~~

~~Where the IRS guidelines are not sufficiently detailed, as in the case of some expenses allowable for persons with a disability, Pensacola Housing staff may request verification from a medical professional that the medical expenses are necessary and reasonable.~~

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the

family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;

3. Valid or recently (within the prior 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);
3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;

2. Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as homeless under other federal statutes; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Generate the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

11.5 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

11.5.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

11.5.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

11.5.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

11.5.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.

11.5.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

11.5.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

11.5.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
 - a) The names of the owner and the tenant;
 - b) The address of the unit rented;
 - c) The term of the lease (initial lease term and the provisions for renewal);
 - d) The amount of the monthly rent to owner;
 - e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistance Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contract and the lease must match. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accommodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the “Special Housing Types” chapter of HUD’s Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.8, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a “complaint inspection”);
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing’s HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit’s affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner’s request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner’s representative, who must be over the age of 18, present. For initial inspections, the owner’s representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review. If the owner prefers, they may contact Pensacola Housing to schedule a reinspection. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a new inspection of the unit.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate

the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)(3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
12. Unusable toilet when only one toilet is present in the unit;
13. Security risks such as broken doors or windows that would allow intrusion;
14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied,

and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a “passed” clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The Pensacola Housing Department will report each confirmed case of a child with an EBL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBL, Pensacola Housing or the owner conducted a risk assessment of

the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of \$50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing

will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will send the owner written notification that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and no HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called Assistance Connect.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;
2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;

4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

For purposes of this policy, “owner” includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner’s behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner’s behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change. Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination. The letter includes forms for the family to complete, and instructions for what documents must be provided.

During the recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so

will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;
2. Documentation of all assets and asset income. If net family assets total less than \$5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total \$5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;

3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total \$5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than \$2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and

2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family’s rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant’s subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner’s account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;

2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

Pensacola Housing will not be considered out of compliance with HUD solely due to de minimus errors in calculating family income. De minimus errors occur when the determination of a family's income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (or \$360 in annual adjusted income). HUD may revise the amount of de minimus error through rulemaking.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of “Imputed Welfare Income”

“Imputed welfare income” is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family’s income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family’s request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family’s request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a “temporary absence” as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing’s voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household’s utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family’s voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to “bifurcate” a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to receive a mover's briefing prior to Pensacola Housing issuing a voucher on their behalf.

This briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and relocation is needed to protect the health or safety of the family or family member; or

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.
4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.

5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)]

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission

of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). "Information" includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ratio of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD's affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of \$25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms “error” and “omission” to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family’s subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

“Abuse” and “fraud” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they’re not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification. Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with

previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;

3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. **Verification of Credit.** In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. **Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. **Other Agencies.** Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. **Public Records.** If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. **Interviews with Head of Household or Other Household Members.** The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. **IRS Inquiries.** Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance

violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County

Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;

2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT).

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)
2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)
3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.
4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.2 Appendix 2: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
<u>HOTMA</u>	<u>Housing Opportunity through Modernization Act</u>
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program

TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.3 Appendix 3: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: [As defined in 24 CFR 5.609.](#) The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: ~~See **Net Family Assets** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.~~

Asset Income: Income received from assets held by household members. If assets total ~~\$5,000 or more over \$50,000, and Housing cannot determine the actual return on an asset,~~ income from the assets is “imputed” ~~and the greater of actual asset income or imputed asset income is counted as annual income based on the current passbook savings rate as determined by HUD.~~

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household’s income, assets, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Day Laborer: A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student 18 years of age or over.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Earned Income: Earned Income is defined as income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 3.5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A single person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Foster Adult: A member of the household who is 18 years or older and meets the definition of foster adult under state law. In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Foster Child: A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Health and Medical Care Expenses: As defined in 24 CFR 5.603, health and medical care expenses include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for **elderly or disabled families.**

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling ~~over \$50,000~~~~\$5,000 or more~~, the amount calculated by multiplying net family assets by a ~~PHA~~HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent Contractor: An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and 58 transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered "gig workers," such as babysitters, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Minor: A member of the family, other than the head of the family or spouse, who is under 18 years of age.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: ~~Value of equity in~~ The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded under 24 CFR 5.603, savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term “owner” may refer to the unit’s property owner of record, or the real property owner’s representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner’s behalf.

Participant (Participant Family): A family that has been admitted to the PHA’s program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family's total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Seasonal Worker: A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone. A single person may include an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan as described in Section 475(5)(H) of the Social Security Act; and is homeless or is at risk of becoming homeless at age 16 or older.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher: Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Unearned Income: Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.



**Administrative Plan
for the
Pensacola Housing Department
Housing Choice Voucher Program**

June 2025

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Notice

This Administrative Plan was most recently approved by Pensacola City Council on June 12, 2025.

Prior versions of this plan had been approved on February 24, 2022, December 16, 2021, December 14, 2017, and September 14, 2023.

Where there may be a conflict between this document and any Department of Housing and Urban Development (HUD) regulations concerning administration of the Housing Choice Voucher program, including any regulations adopted after the approval of this plan, the HUD regulations, including those defined in HUD's Public and Indian Housing (PIH) Notices, shall automatically supersede any section or part of this Administrative Plan.

Revision History

09/2023	Section 1	Adds new section on Foster Youth to Independence Initiative
09/2023	Section 3	3.4: Added info regarding Violence Against Women Act 3.14: Clarified Live In Aide policies
09/2023	Section 5	Added information on homeless admittance preferences and verifications.
09/2023	Section 6	Revisions to reflect current HUD regulations regarding Project Based Vouchers
09/2023	Section 9	Revisions to reflect current HUD regulations regarding decreasing payment standards
09/2023	Section 13.11	Adds verbiage regarding carbon monoxide detectors under emergency fail items for units requiring carbon monoxide detection
09/2023	Section 13	Clarifies procedures when a report is received for children under 6 with elevated blood lead levels residing in assisted units.
09/2023	Section 10	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Section 11	Cut Section 11.5 on Income Discrepancy Resolutions. Modified EIV references to IVT
09/2023	Section 17	17.6: New section on voucher bifurcation under VAWA or other circumstances
09/2023	Sections 10, 23, 24	Deleted references to EIV Income Discrepancy Report and added Income Validation Tool, the new reporting tool
09/2023	Sections 5, 13, 16	Minor changes to reflect post-COVID policies and procedures

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1.0 Program Overview

The Housing Choice Voucher Program (HCV) is a federal housing assistance program managed by the U.S. Department of Housing and Urban Development (HUD) and administered at the local level by public housing agencies (PHAs), including the City of Pensacola Housing Department (Pensacola Housing). The HCV program allows extremely low and very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. It is frequently referred to as the Section 8 program, in reference to the portion of the U.S. Housing and Community Development Act of 1974 under which the original subsidy program was authorized. The United States Code covers this program in Title 42, Chapter 8, Section 1437f.

Pensacola Housing administers the housing choice voucher program throughout Escambia County, Florida.

1.1 Goals of the Pensacola Housing Department

The mission of the Pensacola Housing Department is to support development of a diverse, viable community that provides decent, safe housing and a suitable living environment for Escambia County residents. This is accomplished by aiding in the delivery of a sufficient volume and variety of affordable housing options; assisting in the elimination of slum and blighting influences; preventing the deterioration of property; and maintaining viable neighborhoods that enhance the quality of life for the residents.

As opportunities arise, Pensacola Housing Department will partner with area social service and affordable housing providers to meet the needs of the community.

In addition, Pensacola Housing is committed to helping low-income Escambia County residents achieve the dream of homeownership.

1.2 Summary of the HCV Program

Pensacola Housing utilizes the HCV program to assist very low and extremely low income households in securing decent, safe and sanitary housing within affordable limits.

Under Pensacola Housing's HCV program, households that are determined eligible are issued a voucher with which to find and lease a suitable unit in the private sector. Both the family and Pensacola Housing will pay a portion of the contract rent. For most households, the tenant portion of the housing costs will be 30% of the adjusted household income. (Adjusted income is total household income minus qualified deductions.) The remainder of the contract rent, over the tenant portion, is paid by Pensacola Housing directly to the landlord.

Pensacola Housing maintains a waiting list of applicants for the HCV program. Families who are interested in the HCV program must first apply to be placed on the waiting list.

1.3 Special Purpose Voucher Programs

In addition to funding the general HCV program, Congress has earmarked funds for special purpose voucher programs such as the Veterans Affairs Supportive Housing Program (VASH), the Family Unification Program (FUP), the Family Self Sufficiency Program (FSS), the Tenant Based Rental Assistance Program (TBRA), and the Emergency Housing Voucher Program (EHV). Depending on funding, Pensacola Housing may have one or more of these special purpose voucher types available. When vouchers are available, families who are eligible for and interested in the VASH, FUP, TBRA, or other special purpose voucher programs will be referred to the Housing Department by the appropriate local agency.

Pensacola Housing also has vouchers that are allocated to serve non-elderly disabled households (NED) and will administer those vouchers in accordance with HUD Notice PIH 2013-19.

1.3.1 HCV Homeownership Program

The Housing Choice Voucher (HCV) Homeownership Program was created by HUD to assist low-income, first-time homebuyers in purchasing homes. Through the Homeownership option, a PHA may provide voucher assistance for an eligible family that purchases a dwelling unit for residence by the family. The program is funded by HUD and administered by participating local Public Housing Authorities (PHAs). In addition to HUD's regulations, the PHA may also adopt additional requirements, including lender qualifications or terms of financing.

In keeping with the goal of helping low-income Escambia County residents achieve the dream of homeownership, Pensacola Housing may develop an HCV Homeownership Program for qualified voucher-holders.

1.3.2 Foster Youth to Independence (FYI) Program

1.3.2.1 Program Overview [Notice PIH 2020-28; Notice PIH 2021-26; Notice PIH 2023-04]

The Foster Youth to Independence (FYI) initiative allows PHAs that partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months. Funding is available either competitively through an FYI NOFA or noncompetitively on a rolling basis in accordance with application requirements outlined by HUD. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability for those PHAs with 90 percent or greater utilization to request additional vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

1.3.2.2 Partnering Agencies

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program. The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services.

In addition, HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, and faith-based organizations; the CoC; or a CoC recipient it designates.

1.3.2.3 Youth Eligibility Criteria [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age at time of HAP contract execution (have not yet reached their 25th birthday);
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act; or
- Are homeless or at risk of becoming homeless at age 16 and older.

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

1.3.2.4 Supportive Services [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hookup fees, and utility deposits;

- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

1.3.2.5 Referrals and Waiting List Management [Notice PIH 2021-26; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility. The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention. Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness. Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants certified as eligible by the PCWA and not already on the PHA's HCV waiting list must be placed on the HCV waiting list (pending PHA eligibility determinations). If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply. After an initial notification according to Administrative Plan, the waiting list for FYI vouchers will be continually open for referrals from the PCWA as long as there are FYI vouchers available.

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies, including any preferences that may apply.

1.3.2.6 PHA Eligibility Determination [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements. The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP contract execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

1.3.2.7 Lease Up

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies. During the family briefing, the PHA must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements; and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and Pensacola Housing policies.

Should a youth fail to use the voucher, Pensacola Housing may issue the voucher to another eligible youth if one has been identified.

1.3.2.8 Turnover [FYI FAQs]

For PHAs awarded FYI vouchers under Notices PIH 2023-04, if a recipient of an FYI voucher leaves the program, the PHA must continue to use the FYI voucher for eligible youth upon turnover. Where there are more eligible youth than available FYI turnover vouchers, the PHA may request an FYI voucher under the requirements of Notice PIH 2023-04. If another eligible youth is not available, the PHA must notify HUD, and HUD will reduce the PHA's HCV assistance to account for the removal of the FYI assistance from the PHA's HCV baseline.

1.3.2.9 Maximum Assistance Period [Notice PIH 2023-04 and FYI FAQs]

FYI Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI voucher to the same youth upon expiration of their FYI assistance. Participants do not "age out" of the program. A participant may continue with the program until they have received

the period of assistance for which they are eligible. Age limits only apply at admission into the program.

1.3.2.10 Extension of Assistance

FYI voucher holders who first leased or lease a unit after the date of the enactment of the Fostering Stable Housing Opportunities (FSHO) Amendment (December 27, 2020), may be eligible for an extension of up to 24 months of additional assistance beyond the 36-month time limit, for a total of 60 months of assistance. Because Pensacola Housing does not administer an FSS program, program requirements related to FSS program participation do not apply to participants of Pensacola Housing's FYI program. The FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in education, workforce development, and/or employment activities for not less than nine months of the 12-month period preceding each extension. Extensions may also be granted to youth first leasing a unit with a FYI voucher after the date of enactment of the Fostering Stable Housing Opportunities (FSHO) if they certify that they meet one of the statutory exceptions below:

- The FYI voucher holder is a parent or other household member responsible for care of a dependent child under the age of 6 or for the care of an incapacitated person.
- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program
- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in education, workforce development, or employment activities due to a documented medical condition.

1.3.2.11 Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this section does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the extension requirements, Pensacola Housing will conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, Pensacola Housing will extend the voucher assistance.

1.3.2.12 Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam. If the FYI voucher holder does not meet any of the conditions described in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant based vouchers) or from the date the youth entered into the initial lease agreement (for project based voucher). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing.

1.3.2.13 Termination of Assistance [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies. Given the statutory time limit that requires FYI vouchers to sunset, the PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

1.3.2.14 Portability [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations.

A FYI youth does not have to port to a jurisdiction that administers FYI vouchers. If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of a FYI voucher. Otherwise, the initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

1.3.2.15 Project-Basing FYI Vouchers [FYI FAQs]

The PHA may project-base certain FYI vouchers without HUD approval in accordance with all applicable PBV regulations and PHA policies.

1.4 Purpose of the Administrative Plan

The purpose of this Administrative Plan is to define the policies and procedures of Pensacola Housing's HCV programs.

1.5 Adherence to the PHA Plan

In accordance with HUD regulations, each PHA must adopt a PHA Plan, consisting of a Strategic Plan, updated every five years, and an Annual Plan, updated annually. Both the Strategic Plan and the Annual Plan must be approved by HUD.

It is always the intent of Pensacola Housing to adhere to the mission, goals, and objectives outlined in its five-year strategic plan. The plan, however, may be modified and re-submitted to HUD should a substantial deviation from program goals and objectives occur. Pensacola Housing defines substantial deviations as:

- Any change in the planned or actual use of federal funds for activities that would prohibit or redirect Pensacola Housing's strategic goal of increasing the availability of decent, safe, and affordable housing for the citizens of Escambia County.
- Any single or cumulative annual change in the planned or actual use of federal funds as identified in the five-year plan that exceeds 25% of Pensacola Housing's annual program budget for voucher program activities.
- A need to respond immediately to an incident, emergency, or disaster beyond the control of Pensacola Housing, such as hurricanes, tornadoes, or other unforeseen events.
- Mandates from local government officials, specifically the governing body of Pensacola Housing, to modify, revise, or delete its long-range goals and objectives.

A substantial deviation does not include changes to HUD's rules and regulations.

A significant amendment or modification to the Annual Plan and Five-Year Strategic Plan is defined as changes of a significant nature to the Minimum Total Tenant Payment, to admission policies, or to the organization of the waiting list.

1.6 Funding of Operating Expenses

The cost of administering the HCV program is paid for by HUD through administrative fees, which are updated and allocated annually to each PHA.

Pensacola Housing's HCV Administrative Reserve is intended to fund voucher program administrative expenses in excess of fees earned during the current fiscal year. Other uses may be approved, subject to limitations established by HUD regulations. The Administrative Reserve is separate from any HAP Reserve, which can be used to fund HAP payments in excess of subsidies received in the current fiscal year.

Operating expenses for Pensacola Housing's HCV program are controlled through the Housing Department's annual operating budget, as submitted by the Housing Director and approved by the Mayor and City Council.

Occasionally it may be necessary for Pensacola Housing to spend money from its HCV Administrative Fee Reserve to meet unseen or extraordinary expenditures, or for other housing-related purposes consistent with state law.

Pensacola City Council has authorized the Housing Director to expend without prior approval up to \$25,000.00 for authorized expenditures. Any item or items exceeding \$25,000.00 will require prior Pensacola City Council approval before any charge is made against the HCV Administrative Fee Reserve.

1.7 Use of CARES Act Waivers as a Response to COVID-19

The Coronavirus Aid, Relief and Economic Security (CARES) Act offered waivers for numerous statutory and regulatory requirements for the U.S. Department of Housing and Urban Development (HUD), Section 8 Housing Choice Voucher (HCV) program. The waivers were intended to allow administrative flexibility to housing agencies in response to the COVID-19 emergency.

Effective April 10, 2020, the City of Pensacola Housing Department adopted some of the permitted waivers to keep the Section 8 HCV program operational to the extent practicable. These waivers remained in effect until December 31, 2021. In a few cases, Pensacola received permission to continue to utilize waivers through December 31, 2022 from the HUD Jacksonville field office through a request process known as the expedited waiver process.

Pensacola Housing utilized the following waivers:

- Self-certification of a participant's income was allowed for both annual recertifications and interim exams. Program participants and landlords were not required to complete the Request for Tenancy Continuation (RTC) form.
- The mandatory Enterprise Income Verification (EIV) requirements were waived; however, Pensacola Housing continued to utilize EIV Family Income Reports and agency reports to the extent practicable.
- For waiting list openings and closures, HUD providing alternative public notice methods, to include a voicemail message on the PHA general information telephone number and through the PHA website. (Note: Pensacola Housing's waiting list did not close during the HUD waiver period.)
- Timeframes to complete biennial inspections were extended for families impacted by the COVID-19 pandemic. All delayed biennial inspections will be completed as soon as reasonably possible but no later than one year after the date the biennial inspection would have been required absent the waiver. Pensacola Housing may rely on the owner's certification that no life-threatening conditions exist in the unit. Delayed biennial inspections must be conducted as soon as reasonably possible but no later December 31, 2022.
- Reasonable alternative methods to confirm that repairs were completed, to include photographs and other documentation, were permitted for deficiencies cited during New Unit, Annual, Biennial, Tenant Request, Owner Request, and Special Request Inspections.
- Housing Quality Standard Quality Control Inspections were suspended through October 1, 2021.
- Maximum occupancy standards were waived if household composition for an assisted family changed because of the COVID-19 emergency.
- The requirement to formally adopt revisions to the Section 8 HCV program Administrative Plan was waived through December 31, 2021.
- The requirement to conduct an oral Eligibility Briefing was waived. Eligibility Briefings were conducted by issuing an expanded information packet.
- Upon request, Pensacola Housing extended the term of applicant and participant vouchers in 30-day increments.
- Up to 120 days was permitted for the execution of a Housing Assistance Payment Contract.

- Participants were permitted to be absent from the assisted unit beyond 180 days for extenuating circumstances such as hospitalization, extended stays at nursing homes, or caring for family members, without requiring termination of the HAP contract.
- For families reaching self-sufficiency, the Housing Assistance Payment contract could be extended beyond the 180 day automatic termination date.
- Pensacola Housing had the option to apply an increased payment standard to calculate the monthly housing assistance payment for a family at any time, without being required to wait until the family's annual reexamination date. (Pensacola Housing utilized this waiver program-wide on July 1, 2020.)
- A delay in reviewing and updating the utility allowance schedules was permitted, as long as it was completed on or before December 31, 2021. (Pensacola Housing adopted new utility allowance schedules on December 1, 2020 and again on December 1, 2021.)

1.8 Emergency Housing Voucher (EHV) Service Fees

In May 2021, Pensacola Housing received an allocation of 35 Emergency Housing Vouchers (EHVs) to provide assistance to individuals and families who are homeless; at risk of homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; recently homeless and for whom providing rental assistance will prevent the family's homelessness; or having high risk of housing instability.

In accordance with federal regulations, Pensacola Housing contracted with the local Continuum of Care (CoC), Opening Doors Northwest Florida, to receive qualified referrals and provide required services under the EHV program.

The EHVs may be used throughout Escambia County Florida and are eligible for portability.

The EHV allocation included a budget of \$122,500.00, to cover the term of August 1, 2021 – September 30, 2023 to provide support services and case management for the EHV Program. \$100,000 shall be made available to the CoC to provide the following services, and \$22,500 shall be made available to assist the CoC in providing housing search assistance to eligible program participants.

The CoC's eligible uses for the EHV services fees are as follows:

1. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance.
2. Aid households in addressing barriers.

3. Coordinate with the Housing Department to ensure appointment notifications are received and appointments kept by eligible individuals and families.
4. Assist eligible households to obtain and complete documents for participation in the EHV Program.
5. Provide housing search assistance, to include transportation, for eligible individuals and families.
6. Provide counseling on compliance with rental lease requirements.
7. Assist individuals and families with payment of security deposits, utility arrearages, utility deposits, application fees, obtaining identification, and addressing other barriers encountered by the applicants.
8. Assess and refer individuals and families to benefits and supportive services, where applicable.
9. Designate and maintain a lead EHV liaison to communicate with the Housing Department.
10. Refer eligible individuals and families to the Housing Department using the coordinated entry system.
11. Attend EHV participant briefings when needed.
12. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
13. Assure and make available supportive services to the EHV families, where desired.
14. Assist individuals and families with moving expenses when they initially lease a unit, if required.
15. Assist individuals and families with the cost of acquiring essential household items such as tableware, bedding, and basic furnishings.

2.0 Applicant Eligibility

This chapter defines the criteria that have been established by HUD and by Pensacola Housing for admission, and for denial of admission, to Pensacola Housing's HCV program. Additional admission criteria may apply to special voucher programs such as VASH, FUP, FSS, and TBRA.

Pensacola Housing's policy is to apply these criteria objectively and consistently to all applications received, and to give applicants every opportunity to demonstrate their eligibility.

Applicants will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation for any decision made by Pensacola Housing regarding their eligibility.

Please see Chapter 3, "Fair Housing and Equal Opportunity," for additional information on program access and eligibility.

To be eligible for participation in Pensacola Housing's voucher programs, an applicant must:

1. Be a "family," as defined below, which must have a head of household, spouse, or co-head who is at least 18 years of age or an emancipated minor;
2. Be within the applicable income limit as established annually by HUD;
3. Furnish verification of Social Security Numbers for all family members, if they have been assigned a Social Security Number;
4. Be a United States Citizen or Eligible Non-Citizen;
5. Not owe money to Pensacola Housing or other PHAs;
6. Complete the application process, and provide truthful and verifiable information about income and personal circumstances;
7. Cooperate in the verification process while the application is reviewed and processed;
8. Meet Pensacola Housing's criminal history standards; and
9. Meet Pensacola Housing's participant history standards (if the applicant is a former participant of the program).

The eligibility criteria are defined further below.

2.1 Definition of Family

For the purposes of this program, the definition of family includes, but is not limited to, the following:

1. An individual, who may be an elderly person, a near-elderly person, a disabled person, a displaced person, or any other individual who is at least 18 years of age or an emancipated minor;
2. A woman who is pregnant;
3. A group of persons residing together. Examples of such groups include, but are not limited to:
 - a. A family with children. Note that a child who is temporarily away from the home because of placement in foster care is considered a member of the family for the purposes of this program;
 - b. A family without children;
 - c. An elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 62 years of age. An elderly family may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides;
 - d. A near-elderly family, meaning a family whose head of household, spouse, co-head, or sole member is a person who is at least 50 years of age but below the age of 62. A near-elderly family may include two or more persons who are at least 50 years of age but below the age of 62 living together, or one or more persons at least 50 years of age but below the age of 62 living with one or more live-in aides;
 - e. A disabled family, meaning a family whose head of household, spouse, co-head, or sole member is a person with a disability. A disabled family may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides;
 - f. A displaced family, meaning a family in which the members have been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws; or
 - g. The remaining member or members of a participant family who remain in the assisted unit when other members of the household have left the unit.

2.2 Definition of Disabled Person

For the purpose of Pensacola Housing's voucher programs, a person with a disability is defined as an individual who permanently or temporarily:

1. Has a disability as defined in Section 223 of the Social Security Act; or
2. Has a developmental disability as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act; or
3. Is determined to have a physical, mental, or emotional impairment, as defined by the Americans with Disabilities Act (ADA), that substantially limits one or more major life activities; or has a history or record of such impairment; or is perceived by others as having such an impairment; or
4. Is receiving Social Security Disability or SSI benefits based on a determination of disability by the Social Security Administration.

5. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
6. In accordance with 24 CFR Part 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Pensacola Housing will verify a person's disability only to the extent necessary to ensure that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation.

It is a violation of Section 504 of the Americans with Disabilities Act and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or participant is capable of living independently.

2.3 Definition of Head of Household

The head of household is the adult member of the household who:

1. Has the legal capacity to enter into a lease under state and local law;
2. Will be issued the voucher;
3. Will sign the lease;
4. Will maintain utility accounts for the assisted unit; and
5. Will be responsible for ensuring family obligations under the lease and the Housing Choice Voucher agreement are met.

Note: An emancipated minor may be a head of household.

2.4 Spouse of Head of Household

The spouse is the husband or wife of the head of household.

2.5 Co-Head of Household

A co-head of household is an individual who signs the lease and who is equally responsible, with the head of household, for lease and Housing Choice Voucher agreement obligations. A household may have a spouse or a co-head, but not both. A co-head cannot be a dependent.

2.6 Live-In Aide

A live-in aide is a person who resides in the household and who meets the requirements for a live-in aide described in Chapter 3.

2.7 Multiple Families in the Same Household

Two families living together (for example, a married couple, their adult child, and that adult child's spouse and/or children) may be treated as single voucher household, as long as the household meets program eligibility requirements.

2.8 Joint Custody of Children

The following guidelines will be used to determine voucher program eligibility of children who are subject to a joint custody agreement:

1. If custody is split unevenly, children will be considered a household member of the parent with whom they primarily reside (51 percent of the time or more).
2. If custody is split evenly (50/50), the parent wishing to include the child in a voucher household will be required to certify, and provide supporting documentation to establish, that the child resides primarily with the applicant or participant. Examples of supporting documentation include tax returns showing the child claimed as a dependent, or the child's school records.
3. Any family with children in a joint custody or temporary guardianship arrangement wishing to include those children in a voucher household will be required to certify that the child is not listed as a household member in any other unit receiving a subsidy from a federal, state or local housing program.
4. If a child is included in a voucher household administered by Pensacola Housing and subsequently appears on the Multiple Subsidy Report in HUD's EIV system, Pensacola Housing may open an investigation. If it is determined that the criteria defined above have not been met, the child will be removed from the voucher household for the purposes of HUD reporting; and, if appropriate based on remaining household composition, the payment standard for the family will be reduced at the next reexamination.

2.9 Eligibility of Students

On December 30, 2005, HUD published a final rule implementing a new law pertaining to the eligibility of students for Section 8 housing. HUD guidance was published in a notice in the April 10, 2006 Federal Register and is available at <http://www.gpo.gov/fdsys/pkg/FR-2006-04-10/pdf/06-3365.pdf>.

Under this rule, a person is not eligible to separately receive Section 8 assistance who:

- Is enrolled as a student at an institution of higher education (a detailed definition of this term is provided in the April 10, 2006 Federal Register notice, pages 18149-18150); and
- Is under the age of 24; and
- Is not a veteran of the United States military; and
- Is unmarried; and
- Does not have a dependent child; and
- Is individually ineligible for Section 8 assistance; and

- Has parents who are, individually or jointly, ineligible for assistance.

In summary, the Federal Register states: *“If a student is enrolled at an institution of higher education, is under the age of 24, is not a veteran, is unmarried and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student’s parents are, individually or jointly, ineligible for assistance, no Section 8 can be provided to the student. Unless the student is determined independent from his or her parents, as discussed in this guidance, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income eligible for Section 8 assistance.”*

Note: HUD’s April 10, 2006 guidance on student eligibility does not apply to a student residing in a Section 8 assisted unit with his or her parent or parents, or to a student residing with his or her parent or parents who are applying to receive Section 8 assistance.

The rule also provides that, in determination of student income, financial assistance in excess of assistance for tuition and eligible fees received by the student will be included in annual income for determination of eligibility for Section 8 assistance. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income.

2.10 Income Eligibility

To be income eligible, the applicant family shall, at the time the family initially receives the Housing Choice Voucher, be a family that is:

1. An extremely low-income or a very low-income family. “Extremely low-income” means a household whose gross annual income does not exceed the higher of the Federal Poverty Level or 30 percent of the area median income established annually by HUD for Escambia County. “Very low-income” means a household whose gross annual income does not exceed 50 percent of the area median income established annually by HUD for Escambia County; or
2. A family that has been continuously assisted under the 1937 Housing Act. (An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of voucher issuance); or
3. A family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

Families whose annual income exceeds the very low income limit for their family size will be denied.

In accordance with HUD requirements, Pensacola Housing will ensure that at least 75% of households leased up as new admissions in a fiscal year shall be extremely low-income. If Pensacola Housing determines that it’s in danger of missing this goal, it may suspend issuing vouchers to applicants at the very low income level for a period of time, until the target percentage of extremely low income households has been met. Households at the very low income level will retain their position on the waiting list during this time.

Income limits apply only at admission and are not applicable for continued assistance, even for families who opt to move to a different unit within Pensacola Housing's jurisdiction, or to exercise portability. However, as income increases, the HAP will decrease.

2.11 Income Eligibility for Families Exercising Portability

The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program.

For families who apply to the program through Pensacola Housing, this means the applicable income limit for issuance of a Housing Choice Voucher is the income limit for Escambia County, except for families who request to exercise the portability option as an applicant. Families who request to port out without first leasing up in Escambia County must meet the income limit requirements for the receiving PHA's jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability, and have the status of applicant rather than of participant at their initial PHA, must meet Escambia County's very low-income limit in order to be issued a Housing Choice Voucher in this jurisdiction.

Families who are moving into Pensacola Housing's jurisdiction under portability and are currently program participants at the initiating PHA do not have to meet the income eligibility requirements for Pensacola Housing's jurisdiction.

2.12 Mandatory Social Security Numbers

Prior to admission, all applicants are required to provide verification of Social Security Numbers for all family members six months of age and older who have been assigned a Social Security Number. This requirement also applies to persons joining the family after the family has been admitted to the program, except for the addition of individuals under the age of six who do not have an assigned Social Security Number. For such individuals, verification of a newly assigned Social Security Number must be provided within 90 days of being added to the household.

Persons who provide Social Security Numbers, but cannot provide verification, can retain their place on Pensacola Housing's waiting list for a period of 90 days, but cannot be admitted to the program until verification is provided.

Failure to provide verification of Social Security Numbers is grounds for denial or termination of assistance.

2.13 Exemptions from Social Security Number Disclosure

Individuals who were program participants as of January 31, 2010, who are 62 years of age or older, and who had not previously disclosed a valid Social Security Number are exempt from disclosure, even if the individual moves to a new assisted unit.

Persons who have not been assigned a Social Security Number must certify that they have never been assigned a Social Security Number and can only be included in an applicant household if they do not contend to have eligible immigration status and are part of a “mixed” family, under 24 CFR 5.216(a), 5.516, 5.518, 5.520.

2.14 Citizenship/Eligible Non-Citizen Status

Applicants must provide verification of eligibility based on citizenship or immigrant status at admission to the program.

The status of each member of the household is considered individually for the citizenship/eligible immigrant requirement before the family’s status is defined.

Only those family members who are U.S. citizens or eligible immigrants may receive benefits from the HCV program. Eligible immigrants are persons who are in one of the immigrant categories set forth in 42 U.S.C. Section 1436(a).

Despite the ineligibility of one or more family members, a mixed family may be eligible for partial assistance. See Section 2.14.1, Mixed Families, below.

2.14.1 Mixed Families

A mixed family is a family that includes at least one member with citizenship or eligible immigrant status and another member or members without citizenship or eligible immigrant status. A mixed family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Assistance for such families will be pro-rated according to the number of residents who are citizens or have eligible immigrant status.

2.14.2 Ineligible Families

Ineligible families are those families in which no members are eligible for assistance.

2.14.3 Appeals

Applicants who are denied admission because of immigrant status are entitled to an informal hearing, as provided in Chapter 21 of this Administrative Plan.

2.15 Criminal History Requirements [24 CFR 982.553]

Pensacola Housing will conduct criminal background checks on all adult household members, including live-in aides. If the individual has lived in the local jurisdiction for the past five years, this check will be made through state or local law enforcement or clerk of court records. If the individual has lived outside the local area, Pensacola Housing may

contact law enforcement agencies where the individual has lived previously, or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Department will deny assistance to any adult household member who has one or more drug related or violent-crime-related felony convictions within the past three years. The period of ineligibility will begin on the Disposition Date of the Clerk of the Court, or the date when the guilty verdict was entered.

Applicants who were incarcerated for a drug or violent-crime-related felony become eligible for HCV program assistance three years after their release from incarceration.

Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening.

In addition, Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.15.1 Criminal Screening for the Emergency Housing Voucher (EHV) Program

For the EHV program, Pensacola Housing will use the required federal criminal screening criteria to deny or terminate assistance from the program, as follows:

- Pensacola Housing will prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In accordance with HUD notice PIH 2012-28, Pensacola Housing will use the Dru Sjodin National Sex Offender Database, an online, searchable database hosted by the Department of Justice, to conduct this background screening; and
- Pensacola Housing will permanently prohibit admission to any applicant or participant who has been convicted of the manufacture or production of methamphetamine on the premises of any federally-assisted housing.

2.16 Consent Authorization Forms

Each member of the family who is at least 18 years of age, and each head of household and co-head or spouse, regardless of age, shall sign one or more consent forms. The consent forms will include, at minimum, the following:

1. A provision authorizing Pensacola Housing to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials

necessary to complete or verify the application for initial eligibility or for continued participation.

2. A provision authorizing Pensacola Housing to request income information from the Internal Revenue Service, the Social Security Administration, the Department of Children and Families, Child Support Services, credit reporting agencies, other PHAs, and other sources, for the sole purpose of verifying income and asset information pertinent to the family's eligibility for assistance and level of benefit.
3. A provision authorizing Pensacola Housing to request information regarding utility accounts.

2.17 HUD-Required Denial for Failure to Submit Consent Forms

Pensacola Housing will not admit a family if any adult member of the family fails to sign and submit consent forms for obtaining information required by Pensacola Housing. This denial is required pursuant to 24 CFR 982.552(b, 3).

2.18 Other Requirements

In addition to denial of admission for the reasons outlined above, Pensacola Housing may deny admission to a family if any family member:

1. Was previously assisted under the program and was terminated for violating any family obligation in the last 3 years;
2. Was evicted from federally-assisted housing in the last 3 years;
3. Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, or unlawfully manipulated the application process in any way, in the last 3 years;
4. Currently has a debt with Pensacola Housing or any other PHA. Note that applicants who have a debt with Pensacola Housing based on prior program participation and who have stayed current on a payment plan may request an exception to this requirement, to be reviewed on a case-by-case basis;
5. Has participated in the Family Self-Sufficiency (FSS) program and has failed to comply with the family's FSS contract of participation;
6. Has engaged in or threatened abusive or violent behavior toward Pensacola Housing or other housing authority personnel, in the last 3 years, as follows:
 - a) "Abusive or violent behavior" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered profane, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for denial.
 - b) "Threatening" refers to oral or written threats, or physical gestures, that communicate intent to abuse or commit violence.

2.19 Screening for Port-In Families

Pensacola Housing shall use the criminal history requirements, HUD-required denials, and other requirements described above to screen families seeking to port into Pensacola Housing's HCV program, as per 24 CFR 982.355(c, 10).

2.20 Notice of Standards to Applicants and Participants

Pensacola Housing shall give every applicant and participant a written description of:

1. Family obligations under the program;
2. The grounds under which Pensacola Housing may deny or terminate assistance because of family action or failure to act; and
3. Pensacola Housing's informal review procedures for denial of admission to the program and informal hearing procedures for terminating program participation.

2.21 Notice to Owners Regarding Additional Tenant Screening

Pensacola Housing shall screen applicants for satisfaction of the program admission criteria only. Pensacola Housing does not screen for suitability for tenancy. Screening for suitability is the property owner's responsibility. Pensacola Housing has no responsibility for the family's behavior or conduct as tenants, and has no liability to property owners or others for the acts of HCV program tenants.

2.22 Information Provided to Owners

Upon request, Pensacola Housing will provide to a prospective landlord:

- The name and address, if known to Pensacola Housing, of the prospective tenant's current and immediately prior landlords; and
- The current and immediately prior address of the prospective tenant, as listed in Pensacola Housing records.

3.0 Fair Housing and Equal Opportunity

It is the policy of Pensacola Housing to comply fully with all federal, state, and local nondiscrimination laws and with the rules and regulations governing Fair Housing, Equal Access, and Equal Opportunity in housing and employment.

3.1 Affirmatively Furthering Fair Housing

Pensacola Housing shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV program on the basis of race, color, religion, sex, disability, familial status, national origin, or marital status.

To further its commitment to full compliance with applicable civil rights laws, Pensacola Housing will provide information on federal, state, and local regulations and ordinances to applicants and voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. The information will include the names of government offices that take complaints and perform investigations, including HUD's Office of Fair Housing and Equal Opportunity, HUD's Southeast/Caribbean Fair Housing Hub, the Florida Commission on Human Relations, and the Escambia-Pensacola Human Relations Commission. This information will be reviewed during the eligibility briefing session. Fair Housing information and discrimination complaint forms will be part of the voucher holder's eligibility briefing packet and available upon request anytime at the Pensacola Housing Department.

Fair Housing posters are displayed at the Pensacola Housing Department, including in the lobby and meeting room, and the equal opportunity logo is used on all outreach materials.

Pensacola Housing staff will receive training about the importance of affirmatively furthering Fair Housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as part of the overall commitment to quality customer service. Whenever possible, Pensacola Housing staff will attend Fair Housing training sponsored by HUD and other industry organizations to keep current with new developments.

3.2 Assistance to Families Claiming Discrimination

Pensacola Housing will assist any family that believes it has suffered illegal discrimination by providing copies of the housing discrimination form. Housing Department staff will assist in completing the form, if requested, and will provide contact information for the nearest HUD Office of Fair Housing and Equal Opportunity.

Pensacola Housing will advise families about how to file a complaint if they believe they have been discriminated against by an owner. Housing staff will advise the participant to make a Fair Housing complaint. Pensacola Housing may also make a Fair Housing

compliant though HUD's Office of Fair Housing and Equal Opportunity or to the local Fair Housing organization, the Escambia-Pensacola Human Relations Commission.

3.3 Role of Advocates and Translators

All applicants and participants, whether or not they are persons with a disability, may bring a family member, a case-manager, or an advocate with them to all appointments with Pensacola Housing, including initial interviews, eligibility briefings, and recertification appointments.

With the permission of the applicant or participant, an advocate may be allowed to provide some information on the applicant's or participant's behalf.

Applicants who wish to have case managers, advocates or other intermediaries act on their behalf must sign a release of information form authorizing Pensacola Housing staff to discuss their application information with the intermediary.

Pensacola Housing staff may assume that advocates and translators, including adult family members, who accompany applicants and participants in person have the applicant's or participant's permission to witness confidential conversations and documents.

Pensacola Housing staff may assume that advocates and translators who telephone on behalf of an applicant or participant and represent that the applicant or participant is there with them at the time of the telephone call, have the applicant's or participant's permission to conduct the conversation. However, staff will exercise caution in conducting such conversations on the telephone, and may request additional personal identifiers from the caller to verify that he or she is in fact present in the room with the applicant or participant; or, staff may refrain from disclosing highly sensitive information (for instance, denial based on a criminal record, or response to a request for an accommodation based on the presence of a disability), offering instead to send a letter with the requested information to the applicant or participant directly.

Pensacola Housing staff will not discuss personal information about an applicant or participant with an advocate or family member when the applicant or participant is not present without a written, signed and dated request by the applicant or participant giving Pensacola Housing permission to do so. The written request shall identify the specific persons or agency with whom the personal information may be discussed. The HUD Form-92006, "Supplement to Application for Federally Assisted Housing," may be used for this purpose.

Pensacola Housing staff shall exercise caution in conducting personal conversations on the telephone with advocates, and may take such steps as are reasonably necessary to confirm the identity of the advocate.

3.4 The Violence Against Women Act (VAWA)

In compliance with the Violence against Women and Department of Justice Reauthorization Act of 2005 (VAWA), as well as the Violence Against Women Reauthorization Act of 2013 (VAWA 2013), and the Consolidated Appropriations Action of 2022, Pensacola Housing will not deny admission to the HCV program to any applicant who has been a victim of domestic violence, dating violence, stalking, or sexual assault, provided they have met the other admission requirements.

In addition, Pensacola Housing will adhere to the following guidelines when administering the HCV program to applicants or participants who are victims of domestic abuse:

1. Being a victim of domestic violence, dating violence, stalking, or sexual assault (collectively known as “abuse”) is not a basis for denial of assistance to HCV programs.
2. Incidents or threats of abuse will not be regarded as “serious or repeated violations of the lease” for termination of assistance, tenancy, or occupancy rights of a victim of abuse.
3. Criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, shall not be a cause for termination of assistance, tenancy, or occupancy rights if the tenant or an affiliated individual of the tenant is the victim or threatened victim of that abuse. VAWA defines an affiliated individual as a spouse, parent, brother, sister, or child of that individual; or an individual to whom that individual stands *in loco parentis*; or any individual, tenant, or lawful occupant living in the household of that individual.
4. The Housing Department or owner/manager may remove a household member from the voucher or from a lease without regard to whether the household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a lawful tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance, or otherwise penalizing the victim of such activity, who is also a tenant or lawful occupant.
5. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases or assistance. This federal statute authority takes precedence over any federal, state, or local law to the contrary; however, any eviction or removal or termination of assistance must be in accordance with procedures prescribed by federal, state, and local law (for example, the Landlord-Tenant Act, or HCV program regulations).
6. The family may request to move or port, in violation of the lease, if the family has met all other requirements and has moved out of the assisted unit to protect the health or safety of an individual who was the victim of abuse and who reasonably believed he or she was imminently threatened by further abuse if he or she remained in the unit.

In order to protect their ongoing assistance, participants who are victims of abuse may be asked to certify that incidences of abuse are bona fide. Form HUD-5382 may be used for this purpose. The certification must contain the name of the perpetrator, but only if the name of the perpetrator is known to the victim, and the name can be provided safely. Certification must be provided within 14 business days after Pensacola Housing's request for it. If the certification is not provided within this timeframe, Pensacola Housing may terminate assistance.

In lieu of the tenant completing form HUD-5382, Pensacola Housing will also accept documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional, or a record from an administrative agency from which the victim has sought assistance, in which the professional or agency official attests under penalty of perjury that the incident(s) are bona fide. Federal, state, tribal, territorial, or local police or court records will also be acceptable.

All information provided by the victim is confidential. Applicants and program participants will be informed of their rights under VAWA at admission, during eligibility and recertification meetings, and in notifications informing them that assistance has been denied or terminated.

Pensacola Housing will provide applicants who are denied assistance with a copy of Form HUD-5382, Certification of Domestic Violence, along with their denial letter, and will provide participants whose assistance is terminated with copies of Form HUD-5382, Certification of Domestic Violence; Form HUD-5380, Occupancy Rights Under VAWA; and a copy of Pensacola Housing's HCV Emergency Transfer Plan.

3.5 Accessibility to Persons with Disabilities

The Pensacola Housing Department is accessible to persons with disabilities. Accessibility for the hearing impaired is available via TDD/TTY at (850) 595-0102.

Except as otherwise provided in 24 CFR 8.21(c, 1), 24 CFR 8.24(a), 24 CFR 8.25, and 24 CFR 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because Pensacola Housing's facilities are inaccessible to, or unusable by, persons with disabilities.

Pensacola Housing shall operate each service, program, and activity so that when viewed in its entirety, each service, program, and activity is readily accessible to and usable by individuals with disabilities.

3.6 Reasonable Accommodation Policy

In housing, a reasonable accommodation is an exception, change, or adjustment to one or more rules, policies, practices, services, or regulations that will allow an applicant or participant with a disability to have equal opportunity to the housing program or dwelling unit. As per 24 CFR 100.202, Pensacola Housing will provide reasonable accommodations,

upon request, to ensure that otherwise qualified persons with disabilities are not excluded from participation in Pensacola Housing's voucher programs.

This reasonable accommodation policy is applicable to all situations described in this Administrative Plan, including when a family initiates contact with Pensacola Housing, when Pensacola Housing initiates contact with a family, and when Pensacola Housing schedules or reschedules appointments of any kind.

Information is provided to both applicants and participants of the voucher programs, during the eligibility briefing and during the recertification process, regarding their right to reasonable accommodations. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

3.7 Different Treatment Only on Request

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of his or her disability before Pensacola Housing will treat that person differently than anyone else. The option to request an accommodation will be made known by including notices on Pensacola Housing application materials, handbooks, forms, and letters and on notices posted throughout the Pensacola Housing Department.

It is a violation of Section 504 of the Americans with Disabilities Act (ADA) and of the Fair Housing Act for Pensacola Housing, or any PHA, to inquire whether an applicant or tenant is capable of living independently.

3.8 Identifying and Responding to Requests for Accommodation

Although Pensacola Housing does not make assumptions about any client or visitor's needs, it is not always necessary for the person making the request to use the term "reasonable accommodation" in order to be granted one. Often, requests for accommodation are first expressed as complaints that a particular program feature or process is inaccessible.

Pensacola Housing staff presented with a complaint about accessibility may make a determination to immediately treat the complaint as a request for a reasonable accommodation and grant it, if the accommodation is customary and relatively simple to do accommodate (for example, conducting a one-on-one eligibility briefing). Otherwise, staff will ask the person complaining if he or she wishes to request an accommodation. If the answer is yes, staff will invite the person requesting the accommodation to put the request in writing for further consideration and formal response. Staff shall provide assistance with the written request if asked to do so.

3.9 Verification of the Presence of a Disability

An individual who requests an accommodation must certify in writing that he or she is a person with a disability according to the definitions of disability that appear in Section 2.2,

Definition of Disabled Person, of this Administrative Plan. Most requests require the completion of Pensacola Housing-approved forms, which are used to verify information provided in the request. Pensacola Housing staff will provide these forms at the time of the client's request for an accommodation.

The written request must contain the individual's own certification of the presence of a disability and a description of the requested accommodation, along with any acceptable alternatives the individual may be able to identify in advance. In addition, Pensacola Housing will require that a professional third party competent to make the assessment provide written verification of the following:

1. The presence of a disability that meets one of the definitions from Section 2.2; and
2. The assertion that the person needs the specific accommodation requested in order to have equal access to the voucher program.

Completed written requests for an accommodation shall be given to the Pensacola Housing staff member working with the client. The staff member will forward the request to his or her supervisor, who will review and respond to the request. Copies of all requests for accommodation shall be kept in the applicant/participant file.

3.10 Undue Administrative or Financial Burden

If Pensacola Housing finds that the requested accommodation creates an undue administrative or financial burden, Pensacola Housing will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of Pensacola Housing (for instance, waiving a family obligation).

A requested accommodation that creates an undue financial burden is one that, when considering the available resources of the agency as a whole, would pose a severe financial hardship to the Pensacola Housing Department.

3.11 Responding to a Request for Accommodation

Pensacola Housing will provide a written decision to the person requesting the accommodation within 30 calendar days of receipt of the individual's written request for the accommodation. The written response shall include information on how to appeal a denial.

3.12 Appeal of Denial for an Accommodation

If a person is denied the accommodation and/or feels that the alternate suggestions are inadequate, he or she may request an informal hearing to review Pensacola Housing's decision by sending a written request to the attention of the Pensacola Housing

Department within 30 calendar days of the date of Pensacola Housing's written response to the original request.

3.13 Exception Payment Standards as a Reasonable Accommodation

In accordance with HUD notice PIH 2013-03, Pensacola Housing may approve an exception payment standard of up to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Units that have been granted an exception payment standard as a reasonable accommodation are still subject to a rent reasonableness determination in accordance with section 8 (o, 10) of the U.S. Housing Act of 1937 and the HCV program regulations. Pensacola Housing will perform the rent reasonableness determination and retain a record of it as part of the participant's file. In addition, Pensacola Housing will maintain documentation that the unit has the feature(s) required to meet the needs of the person with disabilities.

3.14 Policy on Live-In Aides

A live-in aide is a person who resides with one or more elderly persons or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the persons; and
3. Would not be living in the unit except to provide the necessary supportive services.

A family may include a live-in aide provided that such live-in aide:

1. Is determined by Pensacola Housing to be essential to the care and well-being of an elderly person or a person with disabilities;
2. Is not obligated for the financial support of the disabled or elderly person(s);
3. Would not be living in the unit except to provide care for the person(s);
4. Is qualified to serve as a live-in aide (that is, is of an age and level of health capable of carrying out the duties one would expect to be associated with providing personal care to another individual); and
5. Meets Pensacola Housing's requirements regarding criminal history.

Additionally, the following requirements apply to live-in aides:

1. Pensacola Housing may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the Pensacola Housing's subsidy standards for an unidentified live-in aide. An additional bedroom for a live-in aide will not be allocated for a family unless a specific person or persons has been approved by Pensacola Housing.

2. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and do not qualify as live-in aides.
3. Pensacola Housing may not approve a live-in aide if that person does not keep the subsidized unit as their only residence.

A live-in aide is treated differently than family members, in that:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-in aides are not subject to non-citizen rule requirements; and
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all elements of the live-in aide definition as described above.

A live-in aide qualifies for occupancy only as long as the individual needing supportive services requires the aide's services and remains a tenant. The live-in aide may not qualify for continued occupancy as a remaining family member if the tenant is no longer living in the unit.

Written verification will be required from a reliable, knowledgeable professional, such as a doctor, health care worker, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of a family member who is elderly or disabled.

Pensacola Housing will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8.

At any time, Pensacola Housing may refuse to approve a particular person as a live-in aide or may withdraw such approval if the person:

1. Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program; or
2. Commits drug-related criminal activity or violent criminal activity; or
3. Is a sex offender subject to a registration requirement; or
4. Currently owes a debt to Pensacola Housing or to another PHA, and is not current on the repayment agreement.

Pensacola Housing shall conduct a criminal background check for live-in aides proposed by applicants and participants, and shall deny approval if the review of criminal history discloses a record of activity that would cause denial of an application if the live-in aide applied for housing assistance on his or her own behalf.

Live-In aides are also subject to the landlord's rental screening criteria. If the selected Live-In Aide does not meet the landlord's screening criteria, the voucher family can select a different Live-In Aide or a different unit.

3.15 Alternate Forms of Communication

When Pensacola Housing has initial contact with an applicant, Housing Department staff will determine whether the individual requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; permitting applicants to submit paperwork by mail; and providing alternative sites for the individual to conduct business, for example, home visits.

Pensacola Housing may never require an applicant to provide, or pay for, his or her own alternative forms of communication, including a sign language interpreter. It is always Pensacola Housing's responsibility to provide a qualified sign language interpreter; however, an applicant may choose to have a friend, relative, or other advocate assist in conducting business with Pensacola Housing.

3.16 Services for Non-English Speaking Applicants and Participants

In compliance with Executive Order 13166, Pensacola Housing provides meaningful access to the HCV programs by minimizing language barriers faced by persons who have limited English proficiency.

Upon request, Pensacola Housing will provide a professional interpreter, whether in person or through a service such as Language Line Services, to interpret a document that pertains to admissions and/or the receipt of housing assistance, except in cases where a professional interpreter is not available in the chosen language. During the meeting with the professional interpreter, the applicant or participant may request staff to be excused for a portion of the time in order to privately review the document.

3.17 Reasonable Accommodation or Modification Requests to Landlords

Reasonable accommodation requests made directly to Pensacola Housing cover access to the Pensacola Housing Department's office and other resources, and the ability to use the voucher. However, because Pensacola Housing is not a housing provider, requests for reasonable accommodations or modifications regarding rental applications, lease requirements, the location and features of a rental unit and its surroundings, or other matters concerning a specific landlord or unit, cannot be made directly to Pensacola Housing. Instead, such requests must be made to the landlord. However, Pensacola Housing staff will be available as a resource to assist applicants and participants with this process, including assisting with Fair Housing complaints when reasonable accommodation or modification requests are unlawfully denied.

4.0 Responsibilities and Obligations

This chapter outlines the responsibilities and obligations of the Pensacola Housing Department, participating property owners and landlords, and participating families.

4.1 Pensacola Housing Department Responsibilities

Pensacola Housing will comply with the consolidated Annual Contributions Contract (ACC), HUD regulations, City of Pensacola ordinances and policies, Escambia County ordinances, Pensacola Housing's PHA Plan, and this Administrative Plan.

In administering the program, Pensacola Housing must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to families and owners;
3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
4. Encourage owners to make units available for leasing under the program, including owners of suitable units located outside areas of poverty or racial concentration and units accessible to persons with disabilities;
5. Encourage participation by owners having accessible units;
6. Make efforts to assist persons with disabilities to find satisfactory housing pursuant to 24 CFR 8.28; and
7. Affirmatively further fair housing goals and comply with equal opportunity requirements.

In addition, Pensacola Housing shall:

1. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
2. Determine who can live in the assisted unit at admission and during the family's participation in the program;
3. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5;
4. Review the family's Request for Tenancy Approval (RTA) and the owner's lease, including the HUD-required tenancy addendum;
5. Inspect the unit before the assisted occupancy begins and at least biennially during the assisted tenancy;
6. Determine the maximum rent to the owner and whether the rent is reasonable;
7. Determine the housing assistance payment for the family;
8. Make timely housing assistance payments to the owner in accordance with the HAP contract;

9. Examine and verify family income and household composition at admission and at least annually during the family's participation in the program;
10. Establish and adjust the utility estimate schedule;
11. Annually review Fair Market Rents (FMRs) for Escambia County published by HUD, and make adjustments to the payment standards as necessary;
12. Administer and enforce the HAP contract with the owner, including taking appropriate action if the owner defaults (for example, by leaving HQS violations uncorrected);
13. Determine whether to terminate assistance to a participant family for violation of family obligations;
14. Conduct informal reviews of Pensacola Housing decisions concerning applicants for participation in the program;
15. Conduct informal hearings on Pensacola Housing decisions concerning participant families;
16. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
17. Administer an FSS program (as applicable).

4.2 Owner Responsibilities

The owner is responsible for performing all owner obligations under the HAP contract and the lease. In addition, the owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit;
2. Maintaining the unit in accordance with Housing Quality Standards, including performance of ordinary and extraordinary maintenance;
3. Complying with Fair Housing requirements;
4. Preparing and furnishing to Pensacola Housing information required under the HAP contract;
5. Providing Pensacola Housing with information required to set the owner up as a City of Pensacola vendor, including direct deposit authorization, in a timely manner, so HAP payments can be made;
6. Ensuring that there is no delinquent state or local tax owed on the rental property while under HAP contract;
7. Collecting from the family any security deposit required under the lease;
8. Collecting the tenant rent (the portion of the contract rent not covered by the HAP);
9. Collecting any charges for unit damage by the family;
10. Enforcing tenant obligations under the lease;
11. Paying for utilities and services (unless paid by the family under the lease); and
12. Notifying Pensacola Housing and the family in writing at least sixty (60) days prior to any requested rent increase.

For provisions on reasonable modifications to a dwelling unit occupied or to be occupied by a person with disabilities, see 24 CFR 100.203.

4.3 Family Obligations

This section states the obligations of participant families under the program.

4.3.1. Supply Required Information

The family must supply any information that Pensacola Housing or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status. All information supplied by the family must be true and complete.

The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled annual reexamination, or an interim reexamination, of family income and household composition in accordance with HUD requirements.

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4.3.2 Comply with HQS

The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice. In addition, the family is responsible for any breach of Housing Quality Standards (HQS) caused by the family or their guests.

4.3.3 Occupy and Properly Use the Unit

1. The family must comply with their lease.
2. The family must use the assisted unit for residence. The assisted unit must be the family's only residence.
3. After Pensacola Housing has approved the composition of the assisted family residing in the unit, the family must ensure that only authorized household members reside in the unit (including foster children, foster adults, or live-in-aides).
4. The family must request and receive prior approval from the owner, and from Pensacola Housing, to add any adult household member as an occupant of the unit.
5. The family must promptly inform Pensacola Housing of the birth, adoption, custody, or guardianship of a minor. Documentation of guardianship of minors and disabled adults may be required.
6. If Pensacola Housing has given prior approval, a foster child, foster adult, or live-in aide may reside in the unit.
7. The family must promptly notify Pensacola Housing if any family member no longer resides in the unit for any reason, including divorce, incarceration, or death.
8. The family must not sublet or reassign the unit.
9. Household members, and guests of the household, must not engage in any illegal activities in the unit.

10. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as the family residence. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses, as well as approval of the owner.
11. The family must notify Pensacola Housing and the owner before the family moves out of the unit or terminates the lease. In a rollover or month-to-month lease, at least 30 days' written notice of the lease termination is required.
12. The family must promptly give Pensacola Housing a copy of any eviction notice received.

4.3.4 Report Absences from the Unit

Absence occurs when no member of the family is residing in the unit. The family may be absent from the unit for brief periods, which Pensacola Housing defines as up to 60 consecutive days. Any family absent for more than 60 consecutive days without authorization will be in violation of the family obligations and will be terminated from the program.

The family may request permission from Pensacola Housing for absences exceeding 60 days. Pensacola Housing will make a determination within 10 business days of the request. The family must notify Pensacola Housing promptly of the absence and must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit.

In accordance with 24 CFR 982.312 (a), an authorized absence may not exceed 180 consecutive calendar days.

See section 17.1 of this Admin Plan for more information on absences from the unit.

4.3.5 Comply with the Visitor Policy

Any person not included on the HUD-50058 Report who has resided or slept in the rental unit for more than 21 consecutive days, or a total of 30 calendar days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

Use of the unit address as a visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include, but are not limited to: using the unit address for employment or to receive unemployment benefits; for AFDC, child support, or food assistance; if it appears on a driver's license or other government-issued ID, on arrest records, or as a probation residence; or for other agency benefits.

If violation of this policy is reported or suspected, a statement from the landlord, along with other corroborating evidence or documentation provided by the family, will be considered in making a determination.

In the absence of such documentation, the individual may be considered an unauthorized member of the family, and Pensacola Housing may terminate assistance because prior approval was not requested for the addition to the household. An overpayment may result from the family's violation.

4.3.6 Other Family Obligations

1. **Interest in the Unit.** The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).
2. **Fraud and Other Program Violations.** Members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.
3. **Crime by Family Members.** Members of the family may not engage in drug-related criminal activity or violent criminal activity.
4. **Other Housing Assistance.** An assisted family, or member of the assisted household, may not receive additional HCV program assistance, or other federal, state, or local housing subsidies, while participating in Pensacola Housing's HCV program. Families who appear on the EIV Multiple Subsidy Report may be asked to provide documentation showing that no duplicate subsidy is in fact being received by any member of the household.

4.3.7 Repayment Agreements

If monies are owed to Pensacola Housing by a participant for overpayment of housing assistance due to unreported or underreported family income, changes in family composition, fraud, or due to eviction or vacating without notice, the participant is responsible for repaying the amount of the oversubsidy to Pensacola Housing in full.

At Pensacola Housing's discretion, the participant and Pensacola Housing may enter into a Repayment Agreement. The participant's obligations, as defined in the Repayment Agreement, must be current prior to any annual recertification or before the family will be issued a voucher for a voluntary move. If the participant is not current on a Repayment Agreement, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Pensacola Housing will not enter into more than one Repayment Agreement with a program participant. A participant who incurs a second debt while a previous Repayment Agreement is still active will be terminated from the program for a violation of family obligations and be ineligible to reapply to the voucher program, or to participate in other subsidized housing programs, for a period of at least 3 years and until all debts to Pensacola Housing are paid in full. The participant retains the right to request an informal hearing.

5.0 The Application and Voucher Issuance Process

Applying to Pensacola Housing's HCV program involves two phases. The first phase is the initial application, known as the pre-application. The pre-application requires the family to provide limited information including the name, address, phone number, and social security number of the head of household, a list of other household members, declaration of all household income, racial and ethnic designation and disability status of the head of household, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's pre-application, Pensacola Housing will make a preliminary determination of eligibility. Pensacola Housing will notify the family in writing of this determination. If the family is determined to be ineligible, the notice will state the reasons and the family will have the opportunity to request an informal review.

If the family is determined to be eligible, they will be placed on the waiting list as of the date and time when the completed pre-application was received by Pensacola Housing.

An applicant may at any time report changes in their status, including changes in household composition and income. Pensacola Housing will annotate the applicant's file and will maintain their place on the waiting list. Any change of eligibility status will be confirmed with the family in writing. Applicants are also required to submit any changes of mailing address in writing.

The second phase of the application process is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. Pensacola Housing uses the full application to confirm the family's eligibility for admission into the HCV program.

5.1 Reasonable Accommodation during the Application Process

When Pensacola Housing has initial contact with an applicant or member of the public, staff shall determine whether the person requires an alternate form of communication. Examples of alternative forms of communication may include but are not limited to the provision of a qualified sign language interpreter; having written materials explained verbally by staff, either in person or by telephone; or provision of written materials in large/bold font. Housing personnel may also offer to make home visits to disabled and elderly applicants.

5.2 Managing the Waiting List

Since the demand for housing assistance often exceeds the limited resources available to HUD and local PHAs, long waiting periods are common. Pensacola Housing maintains a waiting list of potential applicants who've expressed interest in participating in the HCV

program. Pensacola Housing takes applications to compile the waiting list following the procedures described in this section.

5.2.1 Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of receipt of the complete written pre-application;
3. Any contact between Pensacola Housing and the applicant will be documented in the applicant file.

Under current HUD regulations, the waiting list cannot be maintained by bedroom size.

5.3 Closing and Opening the Waiting List

Should Pensacola Housing determine that the waiting list needs to be closed for a period of time, the closure will be announced via public notice. The public notice will be published online, in a local newspaper of general circulation, and also via any available minority media. Notice of closure may also be sent to other local social service agencies.

The reopening of the waiting list will also be announced via public notice. The public notice will state where, when, and how to apply once applications are being accepted again. The notice will be published in a local newspaper of general circulation, and also by any available minority media. Notice may also be sent to other local social service agencies. The public notice will include information about who is eligible to apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for the HCV program, and that applicants will not lose their place on other waiting lists when they apply for the HCV program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

5.4 Taking Applications

Note: The application process may change with notice.

Pensacola Housing may take applications for the HCV program waiting list via a number of methods: online, via mail, or by phone. Prior to the reopening of the waiting list, Pensacola Housing will make public notice of the application method that will be used during that application period.

5.4.1 Phone Applications

Applications for the HCV program waiting list will be taken via a dedicated telephone line during regular business hours on a predetermined day each month, excluding holidays.

Completed self-declaration pre-applications will be accepted from a minimum of 25 applicants who call the application line during the published hours. Pensacola Housing will later require written verification of the information provided relevant to the applicant's eligibility and household income and composition.

As a reasonable accommodation, each month elderly and disabled applicants will be provided a second opportunity to apply by calling during regular business hours on a day of the month reserved for applications for elderly and disabled households. A dedicated TDD line will be available to take application calls, in addition to the dedicated telephone line. A minimum of 25 applicant names will be taken during each application period for elderly and disabled applicants. Verification of age (government-issued ID including date of birth, etc.) and/or disability status (i.e., receipt of SSI or SSD, or a statement confirming disability status from a qualified medical provider) is required from applicants who call on Thursdays before they will be placed on the waiting list. Applicants may submit these verification documents with their pre-application.

5.5 Families Nearing the Top of the Waiting List

When a family appears to be within approximately three months of being offered assistance, the family will be scheduled for an intake interview and the verification process will begin.

The family will complete a Tenant Information Form, present Social Security Numbers and citizenship/eligible immigrant information, sign the Consent for Release of Information forms, provide documentation of household income and allowances, and other required forms.

5.6 Waiting List Admissions and Special Admissions

Pensacola Housing may admit an applicant for participation in the program either as a waiting list admission or as a special admission.

If HUD should award funding that is targeted for families with specific characteristics or families living in specific units, Pensacola Housing will use the assistance for those families.

5.7 Preferences

Pensacola Housing will give preference to those families on the waiting list who are victims of federal or state-declared natural disasters. Thirty-party verification of displacement may be required before a voucher is issued.

In addition, federal guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. To ensure this goal is met, there may be occasions when Pensacola Housing will assist an extremely low income household from the waiting list before assisting a very low income household, even if the very low income household has been on the waiting list longer.

Some of the vouchers administered by Pensacola Housing have been allocated to assist specific populations; for example, non-elderly disabled families (NED) or homeless veterans (VASH). Pensacola Housing will follow HUD guidelines regarding the administration of these programs. At times this may result in a NED family receiving a voucher before other families from the Section 8 waiting list, or in a VASH family receiving a voucher before all families on the Section 8 waiting list.

Additionally, Pensacola Housing has set aside 25 vouchers for use by homeless households referred to Pensacola Housing by local homeless service providers.

5.8 Income Set Asides

If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income (unless a different target is agreed to by HUD), Pensacola Housing must skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, Pensacola Housing will monitor incomes of newly admitted families and incomes of families on the waiting list.

If there are not enough extremely low income families on the waiting list, Pensacola Housing will conduct outreach on a non-discriminatory basis to attract extremely low income families to reach the statutory requirement.

5.9 Auditing and Purging the Waiting List

Pensacola Housing will audit and update its waiting list periodically to ensure that the pool of applicants reasonably represents interested families. Auditing also enables updating of applicants' information regarding address, household composition, income category and preferences.

5.10 Setting Applicants on the Waiting List to Inactive

Pensacola Housing will change the status of an applicant on the waiting list to inactive under the following circumstances only:

1. The applicant requests that their name be removed;
2. The applicant fails to respond to a written request for information and/or a request to declare their continued interest in the program, or misses a scheduled appointment, or
3. The applicant does not meet the eligibility criteria for the program.

5.11 Intake

When the applicant's name nears the top of the waiting list, the applicant will be notified of this in writing and provided a checklist of required eligibility materials, which must be

submitted for review by Pensacola Housing staff. The applicant will be provided 30 calendar days in which to submit the required materials.

Pensacola Housing staff will review the applicant's materials and make an eligibility determination. If the application is incomplete, staff will provide the applicant with a checklist of outstanding materials and a deadline for completing the application. Failure to complete the application by the deadline will result in the applicant being set to Inactive on the waiting list.

When the application is complete and eligibility is confirmed, the applicant will be mailed an invitation to attend the Eligibility Briefing.

5.12 Pre-Certification for Persons with Disabilities

For applicants identifying as persons with disabilities, Pensacola Housing is required to verify that the applicant qualifies as a person with a disability under voucher program guidelines before granting the rent deduction, disability expense allowance, or deduction for un-reimbursed medical expenses. Applicants cannot be compelled to reveal they have a disability; however, if they do not, they may not receive the program benefits such status confers.

Pensacola Housing will not require applicants to provide access to confidential medical records in order to verify disability, nor will Pensacola Housing require specific details as to the disability. Pensacola Housing **may not** seek the individual's specific diagnosis, nor seek information regarding the nature and/or severity of effects of the individual's disability.

If Pensacola Housing receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, that documentation will immediately be disposed of, not maintained in the individual's file, as it is confidential information.

Pensacola Housing will ensure that all employees who are involved in the screening application process understand how to conduct participant selection and screening without discriminating on the basis of any protected class, including against applicants with disabilities.

If requested to do so by an applicant who is a person with disabilities, Pensacola Housing will consider verifiable, mitigating circumstances that explain and/or overcome any prior misconduct related to a previous assisted tenancy. If a reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration. If eligibility is denied by Pensacola Housing, disabled applicants will be notified in writing, and will be advised of their right to request an informal review. A reasonable accommodation may also be requested by the applicant

during the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the programs offered by Pensacola Housing.

5.13 Eligibility Briefing

After eligibility has been confirmed, the family will be scheduled to attend an Eligibility Briefing explaining how the program works. All adult family members are required to attend the briefing in order for the family to be eligible to receive a voucher. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission to the program.

Upon request, Pensacola Housing will provide a reasonable accommodation regarding the Eligibility Briefing, such as having the briefing presented at an alternate location or via a one-on-one appointment. If an applicant with a disability requires auxiliary aids or other assistance to gain full benefit from the briefing, Pensacola Housing will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, Pensacola Housing will give primary consideration to the request of the applicant.

Pensacola Housing will also provide, upon request, a qualified sign language interpreter. However, the Housing Department's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative, or advocate accompany him or her when conducting business with Pensacola Housing.

The briefing will cover at least the following subjects:

1. A description of how the program works;
2. Family and owner responsibilities;
3. Where the family may rent a unit, including inside and outside Pensacola Housing's jurisdiction;
4. Types of eligible housing;
5. An explanation of how portability works;
6. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
7. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

5.14 Eligibility Packet

Pensacola Housing will provide the applicant with an information packet covering at least the following subjects:

1. The term of the voucher and Pensacola Housing's policy on extensions and suspensions of the term.

2. How Pensacola Housing determines the Total Tenant Payment (TTP), family share, and Housing Assistance Payment (HAP) for the family;
3. Information on payment standards and the utility estimate schedule;
4. How Pensacola Housing determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside Pensacola Housing's jurisdiction at initial lease up, the packet includes an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample HAP contract;
7. The Request for Tenancy Approval (RTA) form and an explanation of how to request Pensacola Housing approval of a unit;
8. A statement of Pensacola Housing's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing Pensacola Housing to provide prospective owners with the family's current and prior addresses, and the names and addresses of the landlords for those addresses. Upon request, Pensacola Housing will also supply any factual information or third-party verification relating to the applicant's history as an assisted tenant or their ability to comply with material standard lease terms;
9. Pensacola Housing's payment standards, including when Pensacola Housing will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure ("Protect Your Family from Lead in Your Home");
12. Information on federal, state, and local Fair Housing laws; the brochure "Fair Housing: It's Your Right"; and a copy of the housing discrimination complaint form;
13. A list of landlords known to Pensacola Housing who have expressed an interest in hearing from rental applicants with vouchers;
14. A list of accessible units known to Pensacola Housing that may be available;
15. The family's obligations under the program;
16. The grounds upon which Pensacola Housing may terminate assistance because of the family's action or inaction;
17. Pensacola Housing's informal hearing procedures, including when Pensacola Housing is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
18. An informational brochure and form explaining VAWA (the Violence Against Women Act).

In addition, landlord packets are available in the office and on the internet for all interested parties.

5.15 Issuance of Voucher

Once a family's eligibility has been confirmed and its subsidy standard calculated, all household information, including household income, has been verified, and the family has

attended an Eligibility Briefing, Pensacola Housing will issue the voucher. At this point the family begins their search for a unit.

5.16 Term of the Voucher

The initial term of the voucher will be 60 calendar days. The Issue Date and Expiration Date will appear on page 1 of the Housing Choice Voucher.

Pensacola Housing may grant extensions to elderly and disabled families, if requested, or to any family on a case-by-case basis. The family is expected to communicate with Pensacola Housing during the term of the voucher, particularly if an extension will be requested.

Upon the family's submittal of a completed RTA form, Pensacola Housing will suspend the term of the voucher until tenancy is approved or the RTA is denied. If the RTA fails to result in lease up, Pensacola Housing will extend the term of the voucher by the length of time the voucher was suspended.

5.17 Missed Appointments

Pensacola Housing will allow the family to reschedule intake meetings and attendance at an Eligibility Briefing for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When good cause exists, Pensacola Housing will work closely with the family to reschedule at a suitable time. Applicants who are persons with disabilities may request rescheduling as a reasonable accommodation; missing an appointment due to a disability may be considered good cause. Applicants will be offered the right to an informal review before being terminated from the waiting list. Disabled persons will be afforded reasonable accommodations to afford them participation in the review process. All applicants who fail to keep a scheduled appointment in accordance with these guidelines will be sent a notice of denial.

For applicants who reside outside of Pensacola Housing's jurisdiction, transportation issues and travel expenses will not be considered good cause.

5.18 Grounds for Denial

Pensacola Housing will deny assistance to applicants who:

1. Do not meet one or more of the eligibility criteria;
2. Do not supply information or documentation required by the application process;
3. Fail to respond to a written request for information or a request to declare their continued interest in the program;
4. Fail to complete any aspect of the application or lease-up process; or
5. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity

including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property.

In addition, Pensacola Housing will deny or terminate assistance if any household member:

1. Has one or more drug-related or violent-crime-related felony convictions within the last 3 years;
2. Has a debt to Pensacola Housing or to another PHA due to oversubsidy or for some other monies owed in connection with Section 8 Assistance or Public Housing Assistance under the 1937 Act;
3. Has committed fraud or bribery in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
4. Was evicted from federally assisted housing for non-payment of rent within the last 3 years;
5. Was evicted from federally assisted housing, other than for non-payment of rent, within the last 3 years;
6. Was evicted from assisted housing within 3 years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
7. Is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. However, Pensacola Housing may waive this requirement if:
 - a) The person demonstrates to Pensacola Housing's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - c) The person has otherwise been rehabilitated successfully; or
 - d) The person is participating in a supervised drug or alcohol rehabilitation program.
9. Has engaged in or threatened abusive or violent behavior towards any Pensacola Housing Department staff member;
10. Has been terminated for a violation of family obligations under the HCV program during the last 3 years;
11. Has been convicted of manufacturing or producing methamphetamine (speed) while residing in federally assisted housing, resulting in a lifetime ban from the program;
12. Is a sex offender subject to a registration requirement; or
13. Is a welfare-to-work (WTW) family who fails to fulfill obligations under the Welfare-to-Work voucher program.

5.19 Notification of Negative Actions / Informal Reviews

Any applicant whose name is being inactivated on the waiting list will be notified by Pensacola Housing, in writing, that they have 10 business days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name on the waiting list will be set to inactive if they fail to respond within the timeframe specified.

Pensacola Housing's system of inactivating applicants' names on the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, Pensacola Housing will provide a reasonable accommodation. If the applicant indicates that he or she did not respond due to a disability, Pensacola Housing will verify that there is in fact a disability and that the requested accommodation is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

6.0 HCV Project-Based Program

Project-based vouchers (PBV) are an optional component of the HCV program that PHAs may choose to implement. Under this component, PHAs may attach up to 20 percent of their authorized voucher units to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Effective with 2016's Housing Opportunity through Modernization Act (HOTMA), PHAs are permitted to project-base an additional 10 percent of their vouchers above the previous 20 percent program limitation. The additional 10 percent allocation must be used for units for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where vouchers are difficult to use. In addition, certain units do not count toward the 20 percent limitation, including units that convert to PBV under the Rental Assistance Demonstration program (RAD), and HUD-VASH PBV set-aside units.

Project-based vouchers can generally be attached to no more than 25% of the units in a property or 25 units, whichever is greater (project cap), although there are several exceptions to this requirement. The limitation does not apply to properties with units exclusively housing seniors (62 years or older) or units housing households eligible for one or more supportive services available to all families receiving PBV assistance in the project.

Pensacola Housing may opt to implement project-based voucher programs if at any time it determines that such a program would:

1. Expand the affordable housing stock available to its clients;
2. Increase the affordability of housing currently not affordable for extremely low income and very low income households;
3. Preserve the affordability of existing affordable housing for extremely low income and very low income households; or
4. Expand affordable housing opportunities for hard-to-house households within our jurisdiction.

Pensacola Housing may enter into agreements and contracts for project-based assistance based on the rules in this chapter.

6.1 Project Selection Criteria

Pensacola Housing will consider the following project selection criteria in evaluating proposals for project-based Housing Choice Vouchers:

1. Housing that serves families with children;
2. Housing that serves homeless households;
3. Housing that serves households with special needs, including, but not limited to:

- a) Young adults aging out of foster care;
 - b) People with mental and/or developmental disabilities;
 - c) People with physical and/or sensory disabilities;
 - d) Domestic violence survivors; and
 - e) Recent immigrants for whom language is a barrier to utilizing the tenant-based program.
4. Housing that reduces concentrations of poverty and/or need by:
 - a) Being located in low poverty census tracts;
 - b) Being located in census tracts with a lower-than-average percentage of tenant-based vouchers;
 - c) Serving very low-income populations within mixed-income developments; or
 - d) Reducing concentrations of poverty in existing buildings and developments.
 5. Housing that provides opportunities to increase the diversity of Pensacola's neighborhoods;
 6. Housing that offers an appropriate level of supportive services to residents;
 7. Housing that commits to best efforts to serve extremely low-income households for the life of the project;
 8. Housing that increases access to high-performing public schools;
 9. Housing that provides opportunities for economic self-sufficiency; and
 10. Housing that maximizes the use of other funding sources and leverages the use of HCV program funds.

6.2 Eligible Owners of Project-Based Housing

Pensacola Housing will accept applications for project-based HCV program assistance in projects owned by:

1. Non-profit housing providers;
2. For-profit housing providers; and
3. Other housing authorities in Escambia County.

6.3 Project Selection Processes

Under 24 CFR 983.51, PHAs that intend to project-base vouchers have the option of using a competitive selection process, a non-competitive selection process, or both.

Using the non-competitive selection process, PHAs may select a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that required competitive selection of proposals (for example, the HOME Investment Partnerships Program, or units for which competitively awarded low-income housing tax credits (LIHTCs) have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within 3 years of the PBV proposal selection date, and the earlier competitively selected housing assistance proposal did not involve any consideration that the project would receive PBV assistance.

In order to streamline the selection process and reduce administrative burden, Pensacola Housing will use the non-competitive selection process when proposals are available that meet both:

- The criteria defined in 24 CFR 983.51 (b, 2) for non-competitive selection; and
- The project selection criteria defined in Section 6.1 of this Administrative Plan.

If non-competitive selection is not applicable, or if there are no proposals available using the non-competitive selection process, then Pensacola Housing may implement a competitive selection process following the procedures below.

From time to time, Pensacola Housing may issue a formal Request for Proposals (RFP) inviting proposals for projects that meet Pensacola Housing's project-based program goals. Specific project selection criteria will be determined by Pensacola Housing based on its assessment of current needs and opportunities, and will be described in the RFP, along with numerical weights indicating the priority of each selection criteria used. The RFP process will include a panel of evaluators representing both Pensacola Housing staff and members of the community with an interest in low-income housing.

Pensacola Housing may establish minimum threshold criteria for sponsors participating in the project-based program (for example, minimum standards for the most recent audit of the sponsoring organization), and a minimum score based on numerically weighted criteria. Each RFP response shall be scored according to the weighted selection criteria identified in the initial RFP, and the projects ranked from highest to lowest score until the budget authority allocated for the RFP round is committed.

All projects awarded project-based HCV subsidy must be developed and operated in a manner consistent with HUD regulations. Awards of project-based subsidy are subject to approval of Pensacola City Council.

6.4 Payment Standards / Rent Reasonableness

The payment standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. Pensacola Housing staff will evaluate the rent reasonableness of proposed project rents against the market rent for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

6.5 Utility Estimate Schedule

In general, Pensacola Housing will use the same utility estimate schedule in the project-based program as it uses for tenant-based assistance. For each PBV unit under contract, Pensacola Housing will implement the new schedule at the next regularly scheduled review.

An owner with energy-efficient units may submit a written request to the Housing Director that a project-specific utility estimate schedule be substituted for the tenant-based program utility estimate schedule, based on a written estimate from Florida Power & Light or (if applicable) Pensacola Energy of the likely consumption of utilities for that building based on its specific energy-efficient features. Such a request will be reviewed and responded to within 30 business days.

6.6 Uses of Subsidy

An owner may use the revenue provided by the project-based housing choice vouchers for any purpose consistent with its organizational mission.

6.7 Contract Term

The contract term for each project will be negotiated individually, based on the project's needs, within the general framework of 5 to 15 years. All contracts are subject to availability of adequate funds.

6.8 Requests for Rent Increases

Owners of units assisted by Pensacola Housing project-based voucher assistance may request rent adjustments annually. Such requests must be in writing, for a specific proposed rent amount. Pensacola Housing will base rent increases on rent reasonableness determinations made by reviewing rents for comparable unassisted units, as per HUD guidelines and this Administrative Plan.

For each PBV unit under contract, rent increases will take effect at the next regularly scheduled review starting 60 days after the increase was approved by Pensacola Housing.

6.9 Vacancy Loss Payments

When a family moves out mid-month, the housing provider may retain the full HAP payment for that month.

6.10 Reconciliations

Reconciliation requests from owners must be made in writing within 12 months of the payment and must contain all of the following:

1. The specific time period of the discrepancy;
2. The participant name or unit number; and
3. A detailed explanation for why the owner believes there is a discrepancy

Pensacola Housing will respond to complete reconciliation requests within 30 days of receipt.

6.11 Damage Claims

Pensacola Housing will not make payments to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

6.12 Family Right to Move [24 CFR 983.261]

A family residing in a PBV unit may terminate the assisted lease at any time after the first year of occupancy. The family must provide both Pensacola Housing and the owner advance written notice of intent to vacate in accordance with the lease.

If the family intends to request a tenant-based voucher, they must contact Pensacola Housing before giving notice to terminate the lease. Pensacola Housing will notify the family whether a tenant-based voucher is immediately available, or whether they will be placed on a priority waiting list. If a tenant-based voucher is not immediately available, the family may choose to extend its tenancy in the PBV unit.

If a tenant-based voucher is immediately available, the family will have 14 days from the end date of their PBV lease to contact Pensacola Housing to schedule a move meeting and receive the tenant-based voucher.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance. However, if a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and a move is needed to protect the health or safety of a family member, then Pensacola Housing will not terminate assistance and will offer the family a tenant-based voucher, even if vacancy occurred during the initial lease period.

If a family breaks up as a result of an occurrence of domestic violence, dating violence, sexual assault, or stalking, then as provided in 24 CFR part 5, subpart L, Pensacola Housing will offer the victim the opportunity for continued tenant-based rental assistance.

6.13 Tenant-Based Vouchers and Maximum Occupancy Standards

Families occupying project-based units who exceed the maximum occupancy standard for the assisted unit as outlined in Section 7.2 of this Administrative Plan may qualify for a tenant-based voucher if:

1. The owner submits a request to the HCV program manager for a tenant-based voucher for the family;
2. The owner certifies that the owner has no units of an appropriate size for the family, and is not likely to have an appropriate sized unit available within six months of the date of the request;
3. The family meets all the requirements for a tenant-based voucher outlined in Chapter 2 of this Administrative Plan; and
4. Pensacola Housing has a voucher available to offer the family.

6.14 Tenant Selection: Waiting Lists

Pensacola Housing will open the waiting list for its PBV program at the time of acceptance of its first PBV project. Separate waiting lists will be maintained for tenant-based assistance and PBV assistance. In compliance with HUD notice PIH-2011-54, all families on Pensacola Housing's tenant-based waiting list will be offered the option to have their names placed on the PBV waiting list when it is opened. The PBV waiting list will be opened, and current applicants notified of their opportunity to request a place on it, in compliance with the procedures detailed in Section 5.3, "Closing and Opening the Waiting List," of this Administrative Plan. Applications for the PBV program waiting list will be taken in compliance with the procedures detailed in Section 5.4, "Taking Applications," of this Administrative Plan.

Owners who receive project-based subsidy from Pensacola Housing may establish their own waiting lists for project-based units, subject to requirements specified in the Housing Assistance Payment (HAP) contract.

6.15 Lease Terms for Residents of Project-Based Properties

The initial lease term for residents of project-based units will be 12 months.

6.16 Eligible Lease-Up Date / No Duplicate Subsidy

For an existing participant moving between buildings or programs, Pensacola Housing will start a new lease no sooner than the first of the month following the last month covered by the previous HAP contract. Pensacola Housing will not make subsidy payments on behalf of the same family to both the former and the new property owner when a family moves mid-month. Nor will Pensacola Housing pay a project-based owner overlapping subsidy for a contracted unit when one family moves out mid-month and another family moves in during the same month.

6.17 Occupancy Standards for Project-Based Properties

The occupancy standards used for project-based vouchers will be the same as those used throughout Pensacola Housing's HCV program. See Section 7.3 of this Administrative Plan.

6.18 Tenant Selection: Admissions Criteria

Applicants for project-based assistance must meet the same eligibility requirements as applicants for HCV tenant-based assistance outlined in Chapter 2 of this Administrative Plan, unless otherwise stated below.

6.18.1 Criminal History

Pensacola Housing will review applicant criminal history to ensure applicants are eligible for subsidy under federal regulations, by applying the HUD-mandated denials for criminal history outlined in Section 2.15 of this Administrative Plan. In addition, owners should screen and select tenants using their own standards for criminal history.

Consistent with provisions in the HUD regulations for “evidence of rehabilitation,” and in order to accommodate individuals with disabilities, Pensacola Housing may give the property owner flexibility to accept applicants with disabilities for subsidized units who have a criminal history that would otherwise disqualify them for assistance. Screening flexibility will be given particularly to project sponsors with demonstrated expertise in serving people with mental illness and/or chemical addictions, and the capacity to provide the needed services for such tenants. Tenant screening flexibility does not extend to applicants who are sex offenders subject to a registration requirement.

Owners must submit their tenant screening and supportive services plan to Pensacola Housing to qualify for additional screening flexibility, and may be required to document the reasons why the owner feels an applicant is likely to live successfully in the project-based unit without serious re-offense, despite serious criminal history.

Owners may allow admission to convicted sex offenders who are Class B and Class C felons subject to time-limited registration requirements, who do not, in the opinion of the owner of the subsidized units, constitute a threat to other residents, the surrounding community, or the public at large.

6.18.2 Other Criteria for Admission

For an applicant who has been previously been assisted under the program and was terminated for violating a family obligation in the last 3 years, Pensacola Housing will allow admission to the project-based program when the applicant has supportive services that will increase the likelihood of successful program participation. This does not apply to program violations where fraud or deception relating to income or household circumstances was a factor in the termination of assistance.

6.18.3 Debt Owed to Pensacola Housing or Another PHA

Applicants for project-based units who owe Pensacola Housing or another PHA money must repay the amounts owed before their application will be approved. However, Pensacola Housing will consider on a case-by-case basis entering into a repayment agreement for amounts owed to Pensacola Housing. Pensacola Housing will only enter into a repayment agreement when the applicant has sufficient income to make regular payments under the agreement.

6.19 HQS and Inspections

Pensacola Housing will examine the proposed site before the proposal selection date. If the units to be assisted already exist, Pensacola Housing will inspect all of the units before the

proposal selection date to determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS as of the proposal selection date.

Pensacola Housing will inspect each contract unit before execution of a HAP contract. Pensacola Housing will not enter into a HAP contract covering a unit until the unit fully complies with HQS.

Before providing assistance to a new family in a contract unit, Pensacola Housing will inspect the unit. Pensacola Housing will not provide assistance on behalf of the new family until the unit fully complies with HQS.

At least annually during the term of the HAP contract, Pensacola Housing will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections, as described above, are not counted toward meeting this annual inspection requirement.

If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, Pensacola Housing will reinspect 100 percent of the contract units in the building.

Pensacola Housing will inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. Pensacola Housing will take into account complaints and any other information coming to its attention in scheduling inspections.

Pensacola Housing will conduct re-inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family HQS violations.

In conducting quality control HQS inspections, Pensacola Housing will include a representative sample of both tenant-based and project-based units.

All other procedures and requirements relating to HQS described in Chapter 13 of this Administrative Plan apply to the project-based program.

6.20 Rent Calculations for Tenants

The Minimum Rent policy described in Section 8.3 of this Administrative Plan shall apply to residents of units assisted by project-based vouchers, with the following exceptions:

1. Residents of assisted living facilities subsidized by Medicaid are exempt from the minimum rent policy, and
2. Residents of buildings that provide highly supportive housing and services to the chronically homeless and/or to disabled individuals are exempt from the minimum rent policy unless the building owner elects to impose the minimum rent policy on its own residents, in which case the building owner may impose a minimum rent of up to \$50 toward rent and utilities.

6.20.1 Treatment of Medicaid

Pensacola Housing will calculate the family TTP as described in Chapter 8, with the exception of project-based units providing assisted housing for seniors on Medicaid. For these properties, Medicaid payments made on behalf of residents of such units will be viewed by Pensacola Housing as medical payment deductions, and residents will be considered to have zero income.

6.21 Unit Transfers

Owners may allow a resident of a project-based unit to transfer from one unit to another on the same contract. Under HCV regulations, a transfer from one unit to another is subject to all the requirements and processes of an initial lease-up. The tenant must have a new lease for the new unit. If the transfer is to a unit on a different project-based contract, recertification of eligibility will be required.

6.22 Release of Health-Related Information

Pensacola Housing will not release any health-related information for an assisted resident to a property owner without a specific release from the resident.

6.23 Protection of Revenue in the Event of Reduction in Federal Funds

Pensacola Housing will follow HUD guidelines in responding to federal cuts in Pensacola Housing's HCV budget authority.

In the event that Pensacola Housing anticipates or is informed of federal appropriations reductions in Housing Choice Vouchers that would affect Pensacola Housing's allocation, Pensacola Housing will seek to convene a meeting with affordable housing stakeholders to inform them of potential consequences and to receive input on any additional strategies to adapt to a reduced appropriation level.

6.24 HAP Contract Language Takes Precedence

In the event of a discrepancy between the language of this Administrative Plan and the language of a HAP contract in effect for an assisted property, the HAP contract language will take precedence.

7.0 Subsidy Standards and Occupancy Standards

Voucher size is a factor in determining the family's level of assistance under the HCV program. Vouchers for a particular bedroom size are issued based on household composition.

This chapter explains the subsidy standards Pensacola Housing uses to determine the family voucher size for households of various size and composition whenever a voucher is issued, as well as Pensacola Housing's maximum occupancy standards, and the procedures when a family's household composition changes or a family selects a unit size that's different from the voucher size.

7.1 Determining Family Voucher Size [24 CFR 982.402 (b)]

Pensacola Housing does not determine who shares a bedroom or sleeping room, but there must be at least one person per bedroom assigned on the voucher. Two persons per bedroom is the norm. Pensacola Housing's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

The bedroom size of the voucher is determined by the household composition, regardless of the unit size rented. All standards in this section relate to the number of bedrooms on the voucher (family voucher size), not the family's actual living arrangements.

The following guidelines are designed to determine the voucher size that will be allocated to each household without either overcrowding or over-housing.

In determining bedroom size, Pensacola Housing will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody or guardianship is being obtained or has been temporarily assigned, children or adults who are temporarily in foster care, and children who are temporarily away at school, with the following exceptions:

1. Students who attend a school more than 50 miles away from the subsidized unit are not considered a member of the household for the purpose of determining subsidy; and
2. Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

By default, Pensacola Housing will assign 1 bedroom to 2 people, while following these additional guidelines:

1. One-person households are assigned a 1 bedroom voucher. However, if the individual selects a studio/efficiency apartment, the 0-bedroom payment standard will be used.
2. Adults of different generations may have a separate bedroom. For subsidy standard purposes, different generations are defined as family members from different eras. For example, grandparents/parents; parents/children; etc.
3. Unrelated adults, other than spouses or co-heads, may have a separate bedroom.
4. Adult siblings may have a separate bedroom.
5. A bedroom assignment will not be allocated for a household member, other than a spouse or co-head, who will be absent most of the time, such as a member who is away in the military.
6. Children under 18 of the same gender will be assigned 2 to a bedroom.
7. An approved live-in aide will be provided a separate bedroom. A maximum of one bedroom per household will be allocated for live-in aides. With the head of household's approval, a live-in aide may bring dependents into the household, but doing so cannot result in overcrowding.
8. As per federal regulation, a pregnant woman with no other household members will be treated as a two-person family.

7.1.1 One-bedroom Households

Examples of households that will be assigned a 1-bedroom voucher include:

- 1 adult
- 2 adults (spouses or cohabitants)

7.1.2 Two-bedroom Households

Examples of households that will be assigned a 2-bedroom voucher include:

- 1 adult, 1 child (including a woman who is pregnant)
- 2 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender)
- 2 adults (spouses or cohabitants), 1 additional adult
- 2 adults (spouses or cohabitants), 1 child
- 2 adults (spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (spouses or cohabitants)

7.1.3 Three-bedroom Households

Examples of households that will be assigned a 3-bedroom voucher include:

- 1 adult, 2 children (different genders)
- 3 adults (not spouses or cohabitants)
- 1 adult, 2 children (same gender), 1 child (any gender)
- 2 adults (not spouses or cohabitants), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 adults (not spouses or cohabitants)

- 1 adult, 2 children (same gender), 2 children (same gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender) 2 children (same gender)
-

7.1.4 Four-bedroom Households

Examples of households that will be assigned a 4-bedroom voucher include:

- 4 adults (not spouses or cohabitants)
- 2 adults (not spouses or cohabitants), 2 children (different genders)
- 1 adult, 2 children (same gender), 2 children (different genders)
- 3 adults (not spouses or cohabitants), 2 children (same gender)
- 1 adult, 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 child (any gender)
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 1 other adult
- 2 adults (spouses or cohabitants), 2 children (same gender), 2 children (same gender), 2 children (same gender)

7.2 Subsidy Standards and Reasonable Accommodations [24 CFR 982.402 (b, 8)]

When a family requests a larger voucher size than the guidelines allow, Pensacola Housing may grant an exception to its established subsidy standards as a reasonable accommodation if the exception is required because of the age, sex, health, or disability status of one or more family members, or for other personal circumstances.

The family will be asked to provide reasonable accommodation paperwork completed by a medical or service provider familiar with the family's circumstances before Pensacola Housing will make such a determination. Pensacola Housing will respond to such requests within 14 business days of receiving completed reasonable accommodation paperwork.

7.3 Occupancy Standards [24 CFR 982.402 (c, d)]

HQS standards allow two persons per bedroom and two persons per sleeping area. At the initial inspection, the inspector will make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition, and safety of egress.

The maximum occupancy for a 0 bedroom/studio unit is two persons. For all other unit sizes, the maximum occupancy is two persons per bedroom plus two persons per

additional sleeping area. Generally, units in Pensacola Housing's jurisdiction have one additional sleeping area above the number of bedrooms, but there may be exceptions.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

Note that the inspector may set a lower maximum occupancy standard for a specific unit, based on the design of the structure and other factors listed above.

When selecting a unit, the family may select an otherwise eligible unit with fewer bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used. The unit must still be affordable for the family at initial lease up, and the family cannot be overcrowded.

The family may also select an otherwise eligible unit with more bedrooms than the family voucher size. In such a case, the lower payment standard and utility allowance will be used to calculate the subsidy. The unit must still meet the affordability standard for the family at initial lease up, as calculated using the appropriate payment standard and utility allowance.

7.4 Pensacola Housing Errors

If Pensacola Housing uses the incorrect family voucher size when issuing a voucher and the family has leased up with the voucher, the voucher size, payment standard, and utility allowance will be set to the appropriate level at the family's next annual review, or if the family is issued a moving voucher.

7.5 Changes to Household Composition

See Chapter 16 of this Administrative Plan for policies on when and how new members may be added to the household. Families are required to notify Pensacola Housing of all changes in household composition within 10 business days of the date of the addition to, or departure from, the household.

If, after an addition to the household, the family no longer meets the maximum occupancy standards defined above, meaning the unit is now too small and the family is overcrowded, Pensacola Housing will issue a new voucher of the appropriate size and the family will be instructed to move.

If a family becomes over-housed as the result of a decrease in household size, Pensacola Housing will reduce the family's subsidy to the appropriate voucher size, payment standard, and utility allowance at the family's next annual review, or when a moving voucher is issued.

7.6 Under-housed and Over-housed Families

The family voucher size will be determined by Pensacola Housing in accordance with the above guidelines and will determine the maximum rent subsidy for the family. However, the family may select a unit that is smaller than the assigned voucher size, as long as doing so will not violate the maximum occupancy standards defined above, or those established by local ordinance. The family may also select a unit that is larger than the assigned voucher size, as long as the unit meets the affordability standard (the "40 percent rule") for the family.

If the family selects a unit smaller than the voucher size, the payment standard and utility allowance for the actual unit selected will be used to determine the subsidy. If the family selects a unit larger than the voucher size, the payment standard and utility allowance for the family voucher size will be used.

7.7 Voucher Size Considerations for Foster adults/children and Live In Aides

Foster children and adults are not considered family members and must not be included in calculations of income for eligibility and rent determination purposes. However, foster adults and children are considered household members and must be included when determining unit size or subsidy standards based on established policies.

Pensacola Housing may only approve one additional bedroom for a Live In Aide. Although a live in aide may have additional family members approved by Pensacola Housing live with him/her in the assisted unit, no additional bedrooms will be provided for members of the live in aide. HQS must be in place.

8.0 TTP, Family Share, and Tenant Rent

The Total Tenant Payment (TTP) is the minimum amount that a voucher household is required to pay toward rent and utilities, regardless of the unit selected. In Pensacola Housing's jurisdiction, TTP is the greater of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income; or
- Pensacola Housing's minimum rent (see Section 8.3).

Family share is the actual amount the family pays toward rent and utilities (with the utility cost based on Pensacola Housing's utility allowance, not on the family's actual utility bills). If the family selected a unit where the gross rent is higher than the payment standard, then the family share will be higher than the TTP.

Tenant rent is the portion of the contract rent paid by the assisted family.

TTP will be the same regardless of the unit selected, whereas family share and tenant rent are dependent on the characteristics of the specific unit.

Pensacola Housing will use the methods set forth in this Administrative Plan to determine and verify family income at admission and at annual reexamination. The accurate calculation of annual income and adjusted income will ensure that families do not pay more or less toward rent and utilities than required under the regulations.

This chapter defines the allowable expenses and deductions to be subtracted from annual income in calculating the TTP.

Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and the instructions set forth in HUD notices and memoranda. Pensacola Housing's policies in this chapter address those areas that give the PHA discretion in defining terms and standards that relate to the determination of TTP.

8.1 Income and Allowances [24 CFR 5.609, 24 CFR 5.611]

Determinations of program eligibility and TTP for the HCV program require that the applicant or participant family's annual income be computed at least annually.

For the purpose of the voucher program, "income" means all amounts, monetary or not, that go to or are on behalf of the family head, co-head, or spouse (even if temporarily absent) or to any other family member, or all amounts anticipated to be received from a source outside the family during the 12-month period following admission or the annual reexamination effective date.

“Annual income” is not restricted to earned income. For the purpose of calculating the TTP, the full definition of annual income, including income exclusions, is found at 24 CFR 5.609. In accordance with this definition, all income that is not specifically excluded by the regulations is counted.

Annual income is the gross income anticipated to be received by all family members in the 12 months following certification or recertification. Annual income is used to determine whether applicants are income-eligible for the program, and if so, whether they are at the very low income or extremely low income level.

“Gross income” is the amount of income prior to any HUD mandated expenses or deductions. “Adjusted income” is annual income minus any HUD mandated allowances and deductions.

HUD authorizes the following mandatory deductions from annual income:

1. **Dependent allowance:** \$480 for each family member who is a minor, and for family members who are 18 and older who are full-time students or who are disabled. The head of household, co-head or spouse, foster children, and foster adults are not eligible for the dependent allowance. This amount may be adjusted annually by HUD and will be implemented as directed by HUD.
2. **Elderly/disabled household allowance:** \$400 per family for families whose head, co-head or spouse is 62 or over or disabled. This amount may be adjusted annually for inflation by HUD. (NOTE: The effective date of the new \$525 allowance per family as outlined under HOTMA will be determined in coordination with HUD and the ability to submit this amount through HUD’s IMS/PIC systems).
3. **Child care allowance:** Reasonable unreimbursed child care expenses for the care of children age 12 and under, including foster children, may be deducted from earned income if they enable an adult household member to work, to attend school, or to actively seek employment. The child care allowance cannot exceed the income earned by the family member who is able to work because of the expense.
4. **Health and Medical expense allowance:** Elderly and disabled households may present unreimbursed, out of pocket medical expenses anticipated to be incurred during the 12 months following the initial lease up or annual recertification. Medical expenses for all family members, not just the elderly or disabled persons, may be included in this calculation. Pensacola Housing estimates these expenses by reviewing the elderly/disabled family’s out of pocket medical expenses for the 12 months prior to the review. After calculating the expenses, Pensacola Housing will deduct any amount in excess of ten percent of the gross annual family income.
Note: If the family is also eligible for a disability expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually.
5. **Disability expense allowance:** Families that include one or more disabled persons are entitled to a deduction for unreimbursed expenses, including care attendants and auxiliary apparatus, that enable any family member 18 years of age or older to be employed. Auxiliary apparatus items can include, for example, expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or

special equipment to enable a person who is blind or has low vision to read, or type or special equipment to assist a person who is deaf or hard of hearing. Some examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family member who is employed may be the disabled person requiring the expense, or a different family member. This allowance is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds ten percent of gross annual family income. Note that if the family is also eligible for a health and medical expense allowance, the ten percent calculation is only applied one time, not to both types of allowances individually. In addition, the disability expense allowance cannot exceed the income earned by the family member who is able to work because of the expense.

8.1.1 Income Exclusions (24 CFR 5.609(b); PIH Notice 2023-27)

Pensacola Housing will follow income exclusions as outlined in 24 CFR 5.609(b). The following new or revised income exclusions for determining eligibility or benefits as mandated by HUD are effective for new admissions, annual reexaminations or interim reexaminations dated July 1, 2025 or later. Any other federally mandated income exclusions as noted in 24 CFR 5.609(b)(22) will be followed by Pensacola Housing in accordance with Federal Register notice publication and effective dates.

- Adoption Assistance
 - Exclusion: Adoption assistance payments
 - CFR: 24 CFR 5.609(b)(15)
 - Description: Adoption assistance payments for a child in excess of the amount of the dependent deduction.
- Disabilities
 - Exclusion: Achieving a Better Life Experience (ABLE) accounts and Home Based Care Payments for family members with one or more Disabilities
 - CFR: 24 CFR 5.609(b)(19) and (b)(22)
 - Description: ABLE accounts will be included in federally mandated excluded amounts (Notice PIH 2019-09/H-2019-06 details when ABLE account income is excluded) and authorized payments made by a state Medicaid managed care system or other state agency to a family to enable a family member to live in the family's assisted unit.
- Family Self Sufficiency (FSS) Account
 - Exclusion: Family Self Sufficiency Account
 - CFR: 24 CFR 5.609(b)(27)
 - Description: Income earned on amounts placed in a family's FSS account.
- Housing gap payments
 - Exclusion: Replacement housing "gap" payments
 - CFR: 24 CFR 5.609(b)(23)

- Description: Replacement housing "gap" payments to offset increased rent and utility costs to families displaced from one federally subsidized housing unit and another.
- Insurance
 - Exclusion: Insurance payments and settlements for personal or property loss
 - CFR: 24 CFR 5.609(b)(5)
 - Description: Insurance payments and settlements for personal or property loss including, but not limited to: payments through health insurance, motor vehicle insurance, and workers' compensation.
- Lawsuits
 - Exclusion: Lawsuit Settlements, including Tribal Claims Payments and Civil Rights settlements
 - CFR: 24 CFR 5.609(b)(7), (b)(21), and (b)(25)
 - Description: Amounts recovered in a civil action or settlement based on malpractice, negligence and other breach of duty claim resulting in a family member becoming disabled; payments received by tribal members from claims relating to the mismanagement of assets held in trust by the United States; and civil rights settlements or judgments, including settlements or judgments for back pay.
- Income of Live-in Aide, Foster Children, or Foster Adult
 - Exclusion: Income of a Live-in Aide, Foster Children, or Foster Adult
 - CFR: 24 CFR 5.609(b)(4) and (b)(8)
 - Description: Income of a live-in aide, foster child, or foster adult and payments received for the care of foster children or adults.
- Loans
 - Exclusion: Loan Proceeds
 - CFR: 24 CFR 5.609(b)(20)
 - Description: The net amount disbursed by a lender to a borrower or a third party (e.g., educational institution or car dealership)
- Non-recurring income
 - Exclusion: Non-recurring income
 - CFR: 24 CFR 5.609(b)(24)
 - Description: Income that will not be repeated in the coming year based on information provided by the family, including lump sum additions to net family assets.
- Self-employment
 - Exclusion: Gross Self-employment Income
 - CFR: 24 CFR 5.609(b)(28)
 - Description: Gross income received through self-employment or the operation of a business
- Student Financial Assistance
 - Exclusion: Title IV HEA Assistance, Baby bonds, Educational Savings Accounts, and other Student Financial Assistance
 - CFR: 24 CFR 5.609(b)(9)(i) and (b)(9)(ii) and (b)(10)
 - Description: Any assistance that Section 479B of the Higher Education Act (HEA) of 1965, as amended, and student financial assistance not excluded

under the HEA for actual covered costs of higher education. Income and distributions from any Coverdell educational savings account or any qualified tuition program under IRS section 530 or any qualified tuition program under section 529 and income earned by government contributions to, or distributions from, "baby bond" accounts created, authorized or funded by federal, state or local government.

- Student Income
 - Exclusion: Earned Income of Dependent Full Time Students
 - CFR: 24 CFR 5.609 (b)(14)
 - Description: Earned income of dependent full-time students in excess of the amount of the dependent deduction.
- Trusts
 - Exclusion: Trust distributions
 - CFR: 24 CFR 5.609(b)(2)
 - Description: Any distributions of a trust's principal are excluded. Pensacola Housing will count any distributions of income from an irrevocable trust or a trust *not* under the control of the family (e.g., distributions of earned interest) as income to the family with the exception of distributions used to pay the health and medical care expenses of a minor.
- Veterans
 - Exclusion: Veterans regular aid and attendance payments
 - CFR: 24 CFR 5.609(b)(17)
 - Description: Payments related to aid and attendance for veterans under 38 U.S.C. 1521.

8.2 Disallowance of Earned Income for Persons with Disabilities [24 CFR 5.617]

For purposes of rent determination, under certain circumstances HUD mandates that the annual income for participant families will not be increased as a result of increases in earned income of a family member who is disabled. This exclusion of income shall begin on the date on which the increase in earned income begins and shall continue for a cumulative 12-month period. After the disabled family receives 12 cumulative months of the exclusion, the annual income will include a phase-in of the increase in earned income previously excluded from annual income.

To qualify for the earned income exclusion, the increase in annual income for the participant family must be a result of:

1. Employment of a family member who is a person with disabilities, and who was previously unemployed for one or more years prior to employment;
2. Increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
3. New employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or

services under any state program for Temporary Assistance for Needy Families (TANF), provided that the total amount over a six-month period is at least \$500.00.

“Previously unemployed” includes a person with disabilities who has earned in the previous 12 months no more than the equivalent of working 10 hours per week for 50 weeks at the state minimum wage.

An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management classes, apprenticeship, or any other program necessary to ready a participant to work.

Amounts to be excluded include any increases in earned income by a family member who is disabled during participation in an economic self-sufficiency or job training program, but not increases that occur after participation in the program, unless the program provides assistance, training or mentoring after employment.

The amount of TANF received in the six-month period includes monthly income and such benefits and services as one-time payments, wage subsidies and transportation assistance.

The amount of income that may be excluded is the amount of the incremental increase in the disabled family member’s income. The incremental increase in income is calculated by comparing the amount of the disabled family member’s income before beginning the qualifying employment or receiving the increase in earned income to the amount of income after beginning the employment or receiving the increase.

8.2.1 Initial 12-Month Exclusion

During the 12-month period beginning on the date the disabled family member is first employed or experiences an increase in earned income as described in Section 8.2, 100% of the increase in earned income will be excluded from gross annual income.

8.2.2 Second 12 Month Phase-in Exclusion

Upon the expiration of the initial 12-month exclusion period, Pensacola Housing will exclude 50% of the increase in earned income for the subsequent 12 months.

8.2.3 Maximum Exclusion Period

Effective April 7, 2016, the earned income disallowance is limited to a lifetime 24-month period for each disabled family member; that is, the disallowance applies for a maximum of 12 months of full exclusion of the incremental increase, and then a maximum of 12 months of phase-in exclusion, during the 24-month period after the date of the initial exclusion.

8.2.4 Applicability to Child Care and Disability Assistance Expense Allowances

Federal regulations state that the amounts deducted for child care and disability assistance expenses necessary to permit employment cannot exceed the amount of earned income that results from those expenses. Therefore, for participants with a disabled family member who is entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income will not be used in determining the cap for child care and disability assistance expense allowances.

8.2.5 Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD Form 50058. Documentation will be included in the family's file to show the reason for the income exclusion. Such documentation will include:

1. Date the increase in earned income took effect and date it was reported by the family;
2. Name of the family member whose earned income increased;
3. Reason (new employment, participation in job training program within six months after receiving TANF) for the increase in earned income;
4. Amount of the increase in earned income (that is, the amount to be excluded);
5. Date the increase in income is first excluded from annual income;
6. Date(s) earned income ended and resumed (if any) during the initial 12-month period of exclusion;
7. Date the family member has received a total of 12 months of the initial exclusion;
8. Date the 12-month phase-in period began;
9. Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any);
10. Date the family member has received a total of 12 months of phase-in exclusion; and
11. Ending date of the maximum 24-month disallowance period (or, for increases in earned income that took effect prior to April 7, 2016, ending date of the 48-month disallowance period that was permitted at that time).

Pensacola Housing will apply the earned income disallowance at a family's annual review or with an interim review, conditional on the date the income increase began.

8.2.6 Inapplicability at Admission

The earned income disallowance is only applied to determine annual income of families who are participants in the HCV program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

8.3 Minimum Rent [24 CFR 5.630]

Pensacola Housing has established a minimum rent of \$50 for participants in its HCV programs. Minimum rent refers to the Total Tenant Payment, not the tenant rent, and

means that Pensacola Housing expects program participants to pay a minimum of \$50 toward utilities and/or rent.

The minimum rent applies to all participants of Pensacola Housing's HCV program; however, other standards may apply for residents of certain properties assisted by project-based vouchers, as described in Chapter 6.

8.3.1 Hardship Waivers for Minimum Rents

Any household subject to the minimum rent may petition for a temporary or long-term hardship waiver for one of the following reasons:

1. A recent death in the immediate family has occurred and no income was received into the household the previous month.
2. The household's out-of-pocket medical expenses equal or exceed 50% of the gross household income, and calculated rent, minus utility estimate if applicable, would be less than \$50.
3. The household has lost federal, state or local government assistance or is waiting for an eligibility determination, and no income was received into the household the previous month.
4. The household income has decreased due to a change in circumstances, such as loss of employment, and no income was received into the household the previous month.

Pensacola Housing shall promptly make a determination whether the hardship is short-term or long-term.

If Pensacola Housing determines that the hardship is short-term, it may grant a temporary hardship waiver for up to 90 days. At the end of the 90 day period, the family must repay the foregone rent for the previous 90 days as well as begin making payments of \$50 from that point forward. The family may request a payment plan for the deferred rent from the hardship period.

If Pensacola Housing determines that there is a long-term hardship, the family will be exempt from the Minimum TTP requirement until the hardship no longer exists.

8.4 Annualization of Variable Income [24 CFR 5.609 (d)]

Many participants in Pensacola Housing's HCV programs have seasonal, cyclical, or intermittent income, meaning income can vary greatly from month to month, and recent check stubs may not be an accurate indicator of the next 12 months' worth of income, which Pensacola Housing must predict during the annual review. In such situations, looking at past income over time may be the best indicator of expected future income.

For clients with variable income, PHAs may either average known sources of income that vary over time to compute an accurate annual income, or annualize the current income

during the annual review, then later conduct an interim reexamination when income changes. The latter policy, however, can lead to a need for excessive interim adjustments.

Therefore, to reduce administrative burden for participants with variable income, whenever possible Pensacola Housing will review the average past income over time to compute an accurate annual income.

The methods used to annualize variable income will depend on the regularity, sources, and types of income. Several methods may be used concurrently to arrive at the most accurate prediction of future income. Pensacola Housing's preferred methods for annualizing income will follow the order of HUD's preferred methods for verifying income:

1. If available, Pensacola Housing will review 4 quarters' of income verification from the seasonal/cyclical employer in the EIV system;
2. If EIV doesn't include 4 quarters' worth of income information, Pensacola Housing will review the year-to-date wage totals from check stubs from the current and most recent past calendar year, if available, and attempt to annualize from that source;
3. Tax return for the most recent calendar year;
4. Third-party verbal verification;
5. Self-certification/self-declaration.

Participants whose past income is annualized will be counseled at the annual interview regarding the income calculation method used and the effect this will have on their tenant rent.

Pensacola Housing will continue to perform interim reexaminations for participants with annualized variable income when they experience changes in other income sources; if their employment with the source of the variable income terminates; or if there is a change in their employment status.

8.4.1 Overtime and Bonuses

If a participant anticipates overtime or bonus pay during the next 12 months, but the employer cannot provide an estimate, overtime and bonuses received the previous year will be used.

8.5 Minimum Income / Zero Reported Income

There is no minimum income requirement for the HCV program. However, families who report zero income are required to report to Pensacola Housing in writing any new income within 10 business days of the receipt of the income. Pensacola Housing may put households reporting zero income on an accelerated recertification cycle, reviewing household income on a monthly or quarterly basis until household income sources are reported.

Families that report zero income (or any income lower than appears necessary to sustain the family) may be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc. If the family's likely expenses exceed their known income, Pensacola Housing will make inquiry of the head of household as to the nature of the family's accessible resources. Pensacola Housing may also require releases from the family to perform additional verifications, including requesting tax data from the IRS and/or conducting a credit check for the household, to determine whether the reported income and family composition is consistent with the household's credit relationships and expenditures.

8.6 Regular Contributions and Gifts [24 CFR 5.609 (c, 2)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.

Any contribution or gift received reliably or periodically will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 10, Verification Procedures, for more information.)

8.7 Alimony, Palimony, and Child Support [24 CFR 5.609 (b, 7)]

Regular alimony, palimony, and child support payments are counted as income for calculation of TTP.

If the family claims the amount of child support, alimony or palimony received is less than the amount awarded by the court, Pensacola Housing will use the amount awarded by the court unless the family can provide third-party documentation confirming the actual payments received.

In households where alimony or palimony is received as household income, it is the family's responsibility to supply a certified copy of the court order or decree.

If child support payments received by a household vary from month to month, Pensacola Housing will review statements from the enforcement agency and annualize based on whatever frequency makes most sense (Weekly, B-Weekly, Monthly, etc).

8.8 Lump-Sum Payments Counted as Assets [24 CFR 5.609 (c, 3)]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not considered household income, but may be counted as assets.

Any lump-sum additions that are counted as assets will only be counted at a family's annual review, unless the family reported zero income at the time of their last review, in which case the cash value of the lump-sum amount will be added as an asset during an interim review.

Lump-sum payments from Social Security or SSI are excluded from income, but must be disclosed, and may be treated as an asset if appropriate.

8.9 Lump-Sum Payments Counted as Income [24 CFR 5.609 (b, 4)]

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income.

Deferred periodic payments (excluding SS or SSI benefits) that have accumulated due to a dispute, will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine the amount of retroactive tenant rent that the family owes as a result of receipt of a lump-sum payment of a type that counts as income, Pensacola Housing may use a calculation method that calculates prospectively, or one that calculates retroactively, depending on the circumstances.

8.9.1 Prospective Calculation Methodology

This method is used at interims being done for households that previously showed zero income, or for households who report the lump-sum receipt for the first time during their annual reexamination.

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an adjustment calculated as follows.

For annuals:

1. The entire lump-sum payment will be added to the annual income at the time of the annual review.

For interims:

1. Pensacola Housing will determine the percent of the year remaining until the next annual recertification as of the date of the interim;
2. At the next annual recertification, Pensacola Housing will apply the percentage balance to the lump-sum and add it to the rest of the annual income; and
3. The lump-sum will be added in the same way for any interims that occur prior to the next annual recertification.

8.9.2 Retroactive Calculation Methodology

This method is used for non-zero income families who report the lump-sum receipt at their annual review but where the actual receipt occurred between annual reexaminations.

Pensacola Housing will go back to the date the lump-sum payment was received, determine the amount of income for the certification period, including the lump sum, and recalculate the tenant rent for the certification period to determine the amount due Pensacola Housing.

Pensacola Housing will enter into a repayment agreement with the family, unless the family confirms they are able to pay the retroactive amount with a single payment.

The amount owed by the family is a collectible debt even if the family's assistance is terminated.

8.9.3 Attorney Fees

If the family hired an attorney to assist in recovering a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees, then the family's attorney fees may be deducted from the lump-sum payment.

8.10 Income from Trusts [24 CFR 5.603 (b)]

In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 5.609.

Pensacola Housing will exclude costs to maintain the trust when determining annual income derived from a trust fund. Trust distributions that are used solely to pay costs of maintaining the trust shall not be considered income to the family.

8.11 Retirement Accounts and Pension Funds

Company retirement/pension funds are handled as follows:

1. While an individual is employed, only the amount the family can withdraw without retiring or terminating employment, if any, shall be counted as an asset;
2. After retirement or termination of employment, any amount the employee elects to receive as a lump-sum shall be counted as an asset; and
3. Any retirement benefits received through periodic payments shall be included in annual income.

8.12 Assets Disposed of for Less Than Fair Market Value [24 CFR 5.603 (b, 3)]

Pensacola Housing must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. Pensacola Housing will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of for less than fair market value as a result of foreclosure, bankruptcy, divorce, or separation are not included in this calculation.

9.0 Utility Estimate Schedule and Payment Standards

Each PHA is responsible for establishing a utility estimate schedule and payment standards for rental units in its area. This chapter explains how Pensacola Housing defines its utility estimate schedule and payment standards.

9.1 Utility Estimate Schedule

The utility estimate schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing and maintaining its utility estimate schedule, Pensacola Housing uses normal patterns of consumption for the community as a whole, and current utility rates published by local utility companies. Estimates are not based on an individual family's actual energy consumption.

Pensacola Housing's utility estimate schedule includes utilities that are necessary to provide housing that complies with HQS. Non-essential utility costs, including telephone, cable television, and Internet service, are not included in the utility estimate schedule.

Pensacola Housing will review the utility estimate schedule annually. If the review determines that a utility rate has changed by 10 percent or more since the last revision of the utility estimate schedule, the schedule will be revised to reflect the new rate. The updated utility estimate schedule will be applied to participant families' rent calculations at their next annual reexamination. If the review determines that any change to utility rates is less than 10 percent since that last revision, the utility estimate schedule will not change, but the effective date of the schedule will be updated and the schedule will remain in effect for the next 12 months.

The approved utility estimate schedule is provided to all applicants and participants when they are issued a voucher.

9.2 Utility Allowances for Contract Units

Based on the utility estimate schedule it has established, Pensacola Housing will assign a utility allowance for the household when the RTA is turned in, based on specifics provided by the owner about the unit. The household's utility allowance accounts for the cost of utilities not paid for by the owner as part of the contract rent. The allowance is based on the type of utilities (for example, electric or natural gas) and the lesser of the size of the rental unit selected by the family or the family voucher size.

9.2.1 Utility Assistance Payment [24 CFR 982.514 (b)]

Where the calculation on HUD Form 50058 determines that a utility assistance payment is due to the family, Pensacola Housing will provide a utility assistance payment for the family each month. The utility assistance payment will be made directly to the utility

company (Florida Power & Light, Pensacola Energy, or the Escambia River Electric Cooperative) on the family's behalf.

9.2.2 Hardship Waivers for Utility Estimates

A household responsible for paying some or all of the utilities in an assisted unit may petition in writing for a hardship waiver, except for households that are leasing a larger unit than their family voucher size (overhoused). The household must provide 12 months of utility bills that, combined, exceed Pensacola Housing's utility estimate for the household by 50% or more. Hardship waivers will be reviewed by the rental assistance program manager or the housing director. If the request for a waiver is approved, Pensacola Housing will use the average of the household's actual utility costs as the utility estimate for the following 6 months. During this time, it is expected that the household will either reduce their utility consumption or elect to move to a more energy-efficient unit.

9.2.3 Higher Utility Allowance as a Reasonable Accommodation [24 CFR 982.517 (e)]

Pensacola Housing may also approve a request for a utility estimate waiver if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by a household member with a disability. Documentation is required for such reasonable accommodation requests, which will be reviewed on a case-by-case basis.

9.3 Payment Standards

The payment standard is the maximum monthly assistance payment for a family assisted on the voucher program, before deducting the family's TTP.

Payment standards are based on Fair Market Rents (FMRs). FMRs are the amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. FMRs are determined by HUD and published at least annually in the Federal Register. They are established for units of varying bedroom size, and include the cost of essential utilities in addition to the rent.

In accordance with HUD guidelines, Pensacola Housing sets the payment standard for each bedroom size at between 90% and 110% of the FMR. As a reasonable accommodation for a person with disabilities, Pensacola Housing may approve an exception payment standard of up to 120% of FMR to make the program equally accessible to the person with disabilities. Should market conditions warrant it, Pensacola Housing may ask HUD to approve payment standards at less than 90% of FMR, or at greater than 110% of FMR.

9.3.1 Selecting the Correct Payment Standard for a Family

For a voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or
2. The payment standard for the unit size selected by the family.

If a family selects a unit located in an exception payment standard area, Pensacola Housing will use the exception payment standard to calculate the tenant rent. See Section 9.4.

9.3.2 Payment Standards and Tenant Rents

Participants pay the greater of the TTP or the minimum rent toward rent and utilities, plus the amount, if any, by which the gross rent (rent plus utility estimate) exceeds the payment standard.

During the first contract year in a unit, if the gross rent exceeds the payment standard, the family share cannot be more than 40% of the family's monthly adjusted income. An analysis will be done when the RTA is turned in to ensure the unit meets this requirement.

If a change in household composition results in a change in the subsidy size for which a family is eligible, the appropriate payment standard will be used to calculate the family share and tenant rent at the family's next annual reexamination.

Pensacola Housing will pay a monthly HAP on behalf of each assisted family that equals the lesser of:

1. The payment standard minus the TTP; or
2. The gross rent minus the TTP.

9.3.3 Increasing Payment Standards

Pensacola Housing will review its payment standards at least annually after HUD's publication of FMRs. If FMRs have increased such that any of Pensacola Housing's payment standards have dropped below 90% of FMR, Pensacola Housing will perform a market analysis and make any necessary increases to its payment standards.

In addition, if it's determined that success rates may suffer, or that families are having to rent low-quality units, or pay more than 40% of adjusted income for rent, payment standards may be raised to the level judged necessary to alleviate these hardships.

Pensacola Housing will periodically review vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income that participant families are paying for rent under the HCV program, in evaluating its payment standards.

Before increasing payment standards, Pensacola Housing will conduct a financial feasibility analysis to ensure that even after payment standards are raised, adequate funds will continue to be available to assist families on the program.

Payment standards will not be increased solely to allow the renting of luxury quality units.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may increase while others remain unchanged.

9.3.4 Decreasing Payment Standards

If FMRs have decreased such that any of Pensacola Housing's payment standards have risen above 110% of FMR, Pensacola Housing will perform a market analysis and make any necessary decreases to its payment standards.

In addition, if success levels are projected to be high, and tenant rents are projected to be at or below 30% of adjusted income, Pensacola Housing may reduce its payment standards.

Payment standards for each bedroom size are evaluated separately, so that the payment standard for one or more bedroom sizes may decrease while others remain unchanged.

If a payment standard is decreased as a result of a decreased FMR, then in accordance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA) and HUD Notice PIH 2018-5, Pensacola Housing will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit. However, the rent will still be subject to rent reasonableness reviews during the remainder of the assisted tenancy.

For any new HAP contract executed on behalf of the family, either because they moved to a new unit or because of a substantial change in the terms of the lease in their current unit, the new payment standard will be applied on the effective date of the new HAP contract.

9.4 Exception Payment Standards

In order to help families find housing outside areas of high poverty, or when voucher holders are having trouble finding eligible units to lease under the program, Pensacola Housing may request that HUD approve one or more exception payment standards for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. Exception payment standards may be requested for all or some unit sizes, and for all or some unit types. The total area covered by the requested exception payment standards may not contain more than 50% of the population of the FMR area.

If the FMR increases after an exception payment standard has been approved, the exception payment standard will remain unchanged until such time as Pensacola Housing requests, and HUD approves, a higher exception payment standard. If the FMR decreases, the exception payment standard automatically expires. In that case, for families living in exception payment standard areas, the standard payment standard will be used to calculate tenant rent starting at the family's next annual recertification.

9.5 Payment Standards for the Emergency Housing Voucher Program (EHV)

In accordance with HUD PIH Notice 2021-15, Pensacola Housing has established separate higher payment standards for the EHV in order to increase the potential pool of available units for EHV families. Pensacola Housing will use payment standards that are 110% of FMR for this program.

9.6 Increasing Payment Standards for the EHV Program and During the HUD Waiver Period

For the EHV program, and for all rental assistance voucher programs during the COVID-19 Statutory and Regulatory Waiver period, Pensacola Housing may apply payment standard increases that occur during the HAP contract term by conducting Interim Reexaminations, rather than waiting for the participant's next regularly scheduled Annual Reexamination after the change.

10.0 Verification Procedures [24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158]

HUD regulations require that Pensacola Housing verify applicants' and participants' eligibility, Total Tenant Payment (TTP), and family share before initial lease up and at least annually during program participation. In order to meet this requirement, Pensacola Housing must verify the preferences, income, assets, allowable deductions, household composition, citizenship status, disability status (if applicable) and student status (if applicable) of applicant and participant families. This chapter explains Pensacola Housing's procedures and standards of verification for these items.

Pensacola Housing's verification requirements are designed to maintain program integrity. Applicants and program participants must provide true and complete information to Pensacola Housing whenever information is requested. Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported. Before requesting information from third-party sources, Pensacola Housing will obtain proper authorization from the family.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.1 Timeframes for Verification

At the time of initial voucher issuance, and for interim reexaminations, verifications may not be more than 60 days old.

For annual reexaminations, moving vouchers, and port vouchers, upfront verification may not be more than 120 days old, and participant-supplied verification documents must be current within 90 days of the recertification letter.

10.2 Methods of Verification [Notice PIH 2017-12]

Pensacola Housing will verify information through the methods of verification acceptable to HUD, in the following order:

1. Upfront income verification via HUD's Enterprise Income Verification (EIV) system;
2. Upfront income verification using non-HUD system;
3. Original or authentic third-party written document;
4. Third-party written verification form;
5. Third-party verbal verification;
6. Self-certification/self-declaration.

Pensacola Housing will start by pursuing upfront sources of verification. If upfront verification isn't available, Pensacola Housing will ask the applicant or participant for original third-party documents. If original third-party documents aren't available to the applicant or participant, or aren't returned by the deadline, Pensacola Housing will contact third parties to request that they complete Pensacola Housing's written verification forms. If third-party verification forms aren't returned within 10 business days, Pensacola Housing will attempt to reach the third-party via phone for verbal verification. Finally, if third-party sources won't provide verbal verification, Pensacola Housing will ask the applicant or participant to provide a written self-declaration.

In any situation where third-party verification wasn't used, Pensacola Housing will attach an explanation to the client file explaining why.

10.2.1 Upfront Verification via EIV

HUD's EIV system is Pensacola Housing's preferred method of third-party verification whenever it is available. EIV makes integrated income data available from one source, via the Internet, for PHAs to use to improve income verification during required income reexaminations. EIV provides the following information:

1. Social Security (SS) benefits
2. Supplemental Security Income (SSI) benefits
3. Dual Entitlement benefits
4. Medicare premium information
5. Disability status (in some cases)
6. New hire information (W-4)
7. Quarterly wages for federal and non-federal employees
8. Quarterly unemployment compensation benefits

EIV's Income Report for participants is considered independent third-party verification of participant-reported income. However, the EIV Income Report is not available to Pensacola Housing for applicants, since EIV doesn't generate an Income Report for this group. Therefore, for participants receiving sources of household income that aren't included in the EIV report and for participants who dispute the information in their EIV Report or indicate they have recent changes, Pensacola Housing must use other forms of verification.

10.2.2 Non-EIV Upfront Verification

When available, Pensacola Housing will use state or national data banks for upfront income verification. Examples include, but are not limited to, the online Child Support Enforcement database, and the Department of Children and Families' database of cash assistance payments, which is accessible by phone.

10.2.3 Third-Party Authentic Documents

In the event that upfront verification (whether EIV or non-EIV) is unavailable, disputed, or out of date, Pensacola Housing will utilize documents provided by the family as the primary source of verification, as long as the information appearing in the documents is complete.

All such documents, excluding any documents that prohibit the viewer from copying them, will be scanned and retained in the applicant/participant file.

Pensacola Housing will accept the following documents from the family provided that the document is such that tampering would be easily noticed:

1. Printed wage stubs;
2. Computer print-outs from the employer;
3. Signed letters;
4. Social Security Administration letters/printouts;
5. Veterans Administration letters/printouts;
6. City or county court letters/printouts;
7. Award letters for TANF assistance; and
8. Payment records from the Office of Child Support Enforcement.

Pensacola Housing will accept legible photocopies or faxed documents with phone confirmation by Pensacola Housing staff or comparison to historical documents in the family's file.

If upfront verification is received after third-party documents have been accepted, and there's a discrepancy, Pensacola Housing will utilize a third-party verification form to attempt to resolve the discrepancy.

10.2.4 Third-Party Written Verification Form

When upfront verification isn't available and the applicant or participant is unable to produce original third-party documents, or if the third-party documents that were provided are insufficient or appear to be altered, then Pensacola Housing will attempt to verify information directly with third parties through the use of written verification forms.

Pensacola Housing will not delay processing of an application or review beyond 10 business days because a third-party information provider does not return verification in a timely manner.

10.2.5 Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is not available or is delayed, or when Pensacola Housing staff determines that additional verification is needed after reviewing third-party authentic documents or a third-party written verification form.

When third-party verbal verification is used, Pensacola Housing staff will originate the call. Housing staff will document the name and job title of the person contacted, the date of the conversation, and the facts provided.

10.2.6 Family Self-Declaration

As a last resort, or in situations where information cannot be verified by a third party or by review of documents, such as when a provider would charge the family for the information, the family will be required to submit a written self-declaration verifying that the information provided is accurate.

Self-declaration means a certification/statement made under penalty of perjury.

10.3 Authorization for Release of Information [24 CFR 5.230]

It is a family obligation to sign consent forms and to supply information requested by Pensacola Housing or HUD. All adult household members will be required to sign Release of Information (HUD Form 9886A) form on admission. At each annual or interim reexamination, Pensacola Housing will determine if any family member turned 18 and has not yet signed the form. Such family member will be required to sign the appropriate form at the reexamination.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD-prescribed verification system will result in denial of admission, or termination of assistance. The Family may revoke consent in writing to Pensacola Housing. However, revoking consent will result in termination or denial of admission.

10.4 Use of the EIV Income Validation Tool (IVT) Report

The EIV Income Validation Tool (IVT) Report provided by HUD, is a tool for identifying families that might have unreported or underreported their household income. This web based application provides validation of tenant reported wages, unemployment compensation, and social security benefits by displaying any discrepancies in previously reported tenant income and income reported by the Social Security Administration and the Department of Health and Human Services.

Pensacola Housing will query the EIV Income Validation Tool (IVT) for each household during the annual recertification process, and at the time of any other required recertifications, such as for a mid-contract move.

If the family's IVT Report, or their EIV Income Report, appears to show an income discrepancy, Pensacola Housing will investigate the discrepancy and take appropriate action. Examples of appropriate actions might include conducting an Interim

Reexamination, writing a debt to the tenant family, or termination of program participation, depending on the nature of the findings. It is also possible for an income discrepancy investigation to conclude that no corrective action is required.

10.5 Items to be Verified [24 CFR 982.516]

Pensacola Housing will verify the following items:

1. All income, including regular contributions and gifts;
2. Student status, including for high school students who are 18 or over;
3. Current assets, for applicants. Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts. Note that for HCV program purposes, “current assets” include assets disposed of for less than fair market value during the 2 years prior to the certification;
4. Current assets, for participants. Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.;
- 5.
6. Child care expenses, in situations where paying for child care allows an adult family member to be employed, to seek employment, or to further his or her education;
7. Disability status of a household member. Verification will be used only for determination of preferences, allowances or deductions;
8. Total medical expenses of all family members, in households whose head, spouse or co-head is elderly or disabled, for the purpose of determining the medical expense deduction;
9. Disability assistance expenses. Verification of this category will include only those costs associated with attendant care or auxiliary apparatus for a disabled household member, the use of which allows any adult household member, including the disabled household member, to be employed;
10. Citizenship or eligible immigrant status;
11. Social Security Numbers, for all family members who have been assigned a Social Security Number; and
12. Verification of reduction in benefits for non-compliance. Pensacola Housing will not process a reduction in tenant rent if the reduction is based on reduction of welfare benefit because of fraud or non-compliance. Before denying a family’s request for such a tenant rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits were reduced for fraud or non-compliance.

10.6 Verification of Income [24 CFR 982.516]

This section defines the methods Pensacola Housing will use to verify various types of income.

10.6.1 Verifying Income Using Actual Past Income

For annual reexaminations of program participants, Pensacola Housing determines annual income based on actual past income received within the last 12 months, as defined in HUD notice PIH 2013-03.

For this verification method, “actual past income” is defined as the most recent 4 quarters’ worth of income information available in the EIV system. Because the EIV Income Report provides actual earnings data verified by a third party, the program participant is not required to provide additional third-party documentation (such as pay stubs, payroll summary reports, or unemployment benefit notices) when this verification method is used.

Pensacola Housing staff will review the EIV data being used to calculate income with the participant at the annual recertification interview. If the participant reports a change in circumstances, or disputes the EIV-reported income information and is unable to provide acceptable documents to resolve the dispute, Pensacola Housing will request written third-party verification.

For example, if a program participant lost their job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, then at the participant’s request Pensacola Housing will use the more recent income information provided by the participant, which will be verified using third-party documents (such as pay stubs, payroll summary reports, or unemployment benefit notices) or through written third-party verification.

For any income sources not available in the EIV Income Report, Pensacola Housing will use the verification methods described in Sections 10.6.2 through 10.6.10.

10.6.2 Employment Income

When the “actual past income” method of income verification is not available, or has been disputed by the participant, acceptable methods of verification of employment income include the following, in order of preference:

1. Wage reports from state or national data banks;
2. At least two “current and consecutive” check stubs or earning statements, which indicate the employee's name, gross pay, frequency of pay, and year-to-date earnings;
3. An employment verification form (EVF) completed by the employer;
4. Verbal confirmation of the employee's gross pay, frequency of pay, and year-to-date earnings provided over the phone to a Pensacola Housing staff member by the employer;
5. Income tax return forms for the most recent tax year; and
6. Self-declarations (accompanied by income tax returns where possible) signed by the family. Self-declarations may also be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, Pensacola Housing will require the most recent federal income tax statements.

If the applicant or participant doesn't provide documented proof of federal tax data, Pensacola Housing may attempt to obtain proof from the Internal Revenue Service (IRS) using third-party verification. Applicants and program participants may be requested to sign an authorization for release of information from the IRS for this purpose.

10.6.3 Employment Verification Forms (EVF)

Pensacola Housing's EVF asks the employer to specify:

1. Dates of employment;
2. Amount and frequency of pay;
3. Current job title and hourly pay rate; and
4. Estimated income from overtime, tips, and bonus pay.

10.6.4 Social Security, Supplementary Security Income (SSI), Disability Income, and Pensions

EIV information may be used to document the file, rather than having the subject obtain statements from the Social Security Administration.

For applicants, or for participants whose income data doesn't appear in EIV, acceptable methods of verification include the following:

1. Award or benefit notification letter prepared and signed by the providing agency; or
2. Computer report obtained online or in hard copy.

10.6.5 Unemployment Compensation

The acceptable method of verification is a benefit report obtained online or in hard copy from the unemployment office stating payment dates and amounts.

10.6.6 Welfare Payments or General Assistance

The acceptable method of verification is a computer report obtained online or in hard copy from the benefit agency stating payment dates and amounts.

10.6.7 Alimony, Palimony, and Child Support Payments

Acceptable methods of verification include the following, in order of preference:

1. Computerized print-out of support payment history from Office of Support Enforcement;
2. Copy of a separation or settlement agreement or, if none was filed with the courts, a divorce decree stating the amount and type of support and payment schedules; or

3. A letter from the person paying the support, if support agreement has not been filed with the courts.

If payments are irregular, the family must provide one of the following forms of verification depending on circumstances:

1. A welfare notice of action showing amounts received by the welfare agency for child support; or
2. A written statement from an attorney certifying that a collection or enforcement action has been filed (if a support agreement wasn't filed through the courts).

10.6.8 Net Income from a Business

In order to calculate income from a business, Pensacola Housing will require the family to submit a copy of their most recent tax return, if one was filed. Pensacola Housing will project annual income based on the net amount the family declares (not gross), unless there is a pattern of under-reporting income established through a review of 2 previous years' worth of IRS and financial documents.

Acceptable verification documents for business income include the following, in order of preference:

1. IRS Form 1040, including:
 - a. Schedule C (Small Business);
 - b. Schedule E (Rental Property Income);
 - c. Schedule F (Farm Income); and
 - d. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business;
3. Credit report or loan application; or
4. Documents such as manifests, ledgers, appointment books, cash books, bank statements, and receipts. These documents will be used as a guide for the prior six months (or lesser period if the business has been operational for less than six months) to project income for the next 12 months. If such documents are not available at certification, the family will be advised to start maintaining them so they'll be available for future recertifications.

10.6.9 Child Care Business

If an applicant or participant is operating a child care business, income will be verified as with any other self-owned business, as described in Section 10.6.8. If the family has filed a tax return, the family will be required to provide it.

If the applicant or participant has stopped offering child care services, third-party verification will be sent to the applicant or participant's former client(s). Pensacola

Housing will also accept a letter from the client(s) verifying that the applicant or participant is no longer their child care provider.

10.6.10 Recurring Contributions

The family must furnish a written declaration containing the following information from the person or persons who provides the contributions:

1. Contact information for the person who provides the contributions;
2. The value of the contributions;
3. The regularity (dates) of the contributions; and
4. The purpose of the contributions.

10.7 Families Reporting Zero Income

Pensacola Housing will review the EIV Report for all participant families reporting zero income. If there are minors residing in the household, Pensacola Housing will verify the absence of child support income through the Office of Support Enforcement. If there is a previous history of Social Security or SSI income, Pensacola Housing will require verification of the date the benefit was terminated.

Applicant and participant families claiming to have no income may be required to complete an income interview.

Pensacola Housing will pursue verification through all sources at its disposal if information is received that indicates the family has income or circumstances other than what the family has reported.

Pensacola Housing may also require releases to collect a family's IRS data, or to perform a credit check, to evaluate the family's description of its income compared to its IRS reported income, credit relationships, and recurring financial obligations.

10.8 Verification of Student Status

Pensacola Housing will verify the student status of applicants and participants who declare as students, at admission and on an annual basis. When applicable, Pensacola Housing will also verify student assistance and cost of tuition and required fees.

Acceptable verification of student status includes written verification from the registrar's office or other school official that the student is enrolled during the academic quarter or semester when the family's eligibility review is taking place. School verification must include confirmation of how many credits will be taken and/or full-time status as per the standards of the institution.

If the above listed verification isn't available due to the timing of the regularly scheduled annual review, Pensacola Housing will accept any documentation from the institution that

shows the student will be enrolled fulltime and/or how many credits will be taken during the academic year.

10.8.1 Full-time Students and Earned Income

For full-time students who are working, only the first \$480 of earned income will be counted toward annual family income, unless the student is the head of household, co-head, or spouse.

Financial assistance in excess of tuition costs and fees received by the student will be included in annual income. However, if student loans are part of the financial assistance package, the loan proceeds will not be included as annual income. Verification of the frequency and amount of funds received is required.

10.9 Verification of Assets and Asset Income [24 CFR 982.516, Notice PIH 2013-3, Notice PIH 2016-05]

Applicants to the voucher program will be required to provide third-party verification of all household assets before attending an eligibility briefing. Examples of third party documents include the most recent monthly bank statement for checking and saving accounts, to include the current interest rate. Note that for HCV program purposes, “current assets” include assets disposed of for less than fair market value during the 2 years prior to the certification.

Participants must reverify their assets and asset income as part of the annual recertification, and at other times as requested by Pensacola Housing.

Participant families whose net family assets total less than \$5,000 are only required to provide third-party verification of their assets once every three years. For other annual recertifications, self-declaration will be accepted. Pensacola Housing’s Tenant Information Form may be used to make the declaration.

For participant families whose net family assets total \$5,000 or more, third-party verification documents (such as bank statements, warranty deeds, etc.) will be required at each annual recertification, and at other times when requested by Pensacola Housing.

10.9.1 Verification of Asset Value

For participants whose net family assets total \$5,000 or more and triennially for all participant families, Pensacola Housing will require information to determine the current cash value of the assets. “Current cash value” means the net amount the family would receive if the asset were converted to cash.

Acceptable verification may include any of the following:

1. Verification forms, letters, or documents from a financial institution or broker;

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker;
3. Quotes from a stock broker or realty agent as to net amount the family would receive if they liquidated securities or real estate;
4. Real estate tax statements if the approximate current market value can be deduced from the tax assessment;
5. Financial statements for business assets;
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds; or
7. Appraisals of personal property held as an investment.

10.9.2 Asset Income: Interest and Dividend Income

Acceptable methods of verification of income from savings account interest and dividends include the following, in order of preference:

1. Account statements, passbooks, certificates of deposit, or Pensacola Housing verification forms completed by the financial institution;
2. Broker's statements showing value of stocks or bonds and the earnings credited the family (earnings can be obtained from current newspaper quotations or broker's oral verification); or
3. IRS Form 1099 from the financial institution, provided that Pensacola Housing adjusts the information to project earnings expected for the next 12 months.

10.9.3 Asset Income: Interest Income from Mortgages

Acceptable methods of verification of interest income from mortgages and similar arrangements include the following, in order of preference:

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown); or
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

10.9.4 Asset Income: Net Rental Income

Acceptable methods of verification of net rental income from property owned by the family include, in this order:

1. IRS Form 1040, with Schedule E (Rental Income);
2. Copies of latest rent receipts, leases, or other documentation of rent amounts;
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense; or
4. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

10.9.5 Assets Disposed of for Less than Fair Market Value

For all certifications and recertifications, Pensacola Housing will obtain the family's certification as to whether any member has disposed of assets for less than fair market value (FMV) during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification or certification is required that shows:

1. All assets disposed of for less than FMV;
2. The date they were disposed of ;
3. The amount the family received; and
4. The market value of the assets at the time of disposition.

Third-party verification will be obtained whenever possible.

10.10 Verification of Allowable Deductions and Exclusions from Income [24 CFR 5.611, 24 CFR 5.609, and PIH Notice 2023-27]

This section documents the acceptable verification methods for allowable deductions and exclusions from income for applicants and participants.

10.10.1 Child Care Expenses

Written verification from the person who receives payment for the child care services is required. If the child care provider is an individual, he or she must provide a statement of the amount he or she is charging the family for child care services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including during school and vacation periods.

The family's certification must address whether any of those payments have been, or will be, paid or reimbursed by outside sources.

If the family's child care expenses are subsidized, Pensacola Housing will accept verification of the co-payment the family is responsible for as verification of child care expenses.

10.10.2 Health and Medical Expenses (24 CFR 5.603)

Elderly and disabled families requesting an income deduction for health and medical expenses will be required to submit certification documenting the type of unreimbursed health and medical expenses and the cost of the family's out-of-pocket portion for the expenses.

Pensacola Housing will consider eligible medical expenses paid by the household during the twelve month period prior to the date of application or the date of the recertification interview.

If the household experiences an increase or decrease in medical expenses between eligibility reviews, Pensacola Housing will not conduct an interim review.

Items or services that have not yet been paid for, that are covered by insurance, or that someone else paid for, are not eligible for deduction.

Medical expenses may be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, or pharmacist, of amounts paid by the household over the previous 12 months.
2. Receipts, canceled checks, and print-outs for office and prescription co-pays that document the out-of-pocket medical cost incurred by the family for the 12 months prior to the application date or the date of the recertification interview, may be accepted to project annual medical expenses. Pensacola Housing may require the family to submit documentation from the healthcare provider that states it is reasonable to assume the health issue is ongoing and will require a similar course of treatment for the next 12 months;
3. Written confirmation by the insurance company or employer regarding health insurance premiums to be paid by the family;
4. Written confirmation from the Social Security Administration regarding Medicare premiums to be paid by the family over the next 12 months. A computer print-out will be accepted. If available, verification from the EIV system will be the preferred method to verify Medicare premiums;
5. Copies of payment agreements or the most recent invoice to verify payments made on outstanding medical bills that will continue over all or part of the next 12 months; and
6. For any transportation-related expense claimed for a medical reason, Pensacola Housing will use mileage at the IRS rate for the distance between the subsidized residence and the facility for medical treatment, based on provider statements of appointments/visits.

10.10.3 Disability Assistance Expenses

Attendant care may be verified by one or more of these methods:

1. A reliable, knowledgeable professional's certification that the person with disabilities requires the attendant care to permit him/her to be employed or to function independently enough to enable another family member to be employed; or
2. The attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled

checks the family used to make those payments) or stubs from the agency providing the services.

Verification of auxiliary apparatus expenses will require:

1. Written certification from a reliable, knowledgeable professional that the person with disabilities requires the use of auxiliary apparatus to permit him/her to be employed or to function independently enough to enable another family member to be employed;
2. Receipts for purchase of the auxiliary apparatus, or proof of monthly payments and maintenance expenses for the same;
3. In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment; and
4. Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

10.11 Verification of Social Security Numbers [24 CFR 5.216]

Social Security Numbers must be provided as a condition of eligibility for all family members who have been assigned a number. Verification of Social Security Numbers will be done through an original Social Security card issued by the Social Security Administration. If a family member cannot produce an original Social Security card, the only other acceptable documentation is an original document assigned by a federal, state, or local government agency that contains the name and SSN of the individual, along with other identifying information.

New family members with an assigned SSN will be required to produce their original Social Security card or provide the substitute documentation described above. This information is to be provided at the time the change in family composition is reported to Pensacola Housing and verified by Pensacola Housing staff. A new family member who is under the age of 6 and does not have an assigned SSN must provide verification of an assigned SSN within 90 days of being added to the household.

If an applicant or addition to a participant household is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or addition cannot be admitted to the program.

If the family member states they have not been issued a social security number and is a member of a household whose other member(s) can provide verification of their SSN, the family member will be required to sign a certification to this effect. Pensacola Housing will obtain a HUD issued alternate ID to use until the Social Security number is obtained.

As per HUD notice PIH 2010-3, as of January 31, 2010, existing program participants who have previously disclosed a valid SSN, or who are 62 years of age or older and have not previously disclosed a valid SSN, are exempt from these disclosure requirements.

10.11.1 SSN Verifications for HUD-VASH Clients

If the applicant or participant is participating in the HUD-VASH program, the following documents may also be accepted as verification of Social Security Number:

1. The Certificate of Release or Discharge from Active Duty (DD-214);
2. VA-verified application for health benefits (10-10EZ); or
3. VA-issued photo identification card which includes the SSN.

10.12 Verification of Other Non-Financial Factors [24 CFR 982.551 (b)]

This section details the acceptable verification methods for the non-financial program requirements.

10.12.1 Verification of Legal Identity

In order to prevent program abuse, Pensacola Housing will require applicants and participants to furnish verification of legal identity for all household members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by an applicant is illegible or otherwise questionable, more than one of these documents may be required:

1. A current, or recently (within the prior 90 days) expired United States driver's license or state ID card;
2. U.S. passport;
3. Veterans Administration issued photo ID card;
4. Certificate of U.S. Citizenship (INS Form N-560 or N-561);
5. Certificate of Naturalization (INS Form N-550 or N-570);
6. Valid foreign passport, with I551 stamp or attached INS Form I-94 indicating unexpired employment authorization;
7. Permanent Resident Card or Alien Registration Receipt Card with photograph (INS Form I-151 or I-551); and
8. Valid Reentry Permit (INS Form I-571).

The documents listed below will be considered acceptable verification of legal identity for minors:

1. Birth certificate;
2. State Birth Registration Card with the child's full name and birth date;
3. Valid or recently (within the prior 90 days) expired state ID card; and
4. Any valid INS document from the list above that documents the child's name and birth date.

If a household member does not contend to have eligible immigrant status and is a member of a mixed family eligible for pro-rated assistance, acceptable verification of legal identity

may also include ID issued by any government agency, such as a foreign passport or consular ID.

10.12.2 Familial Relationships

Self-certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, or in those instances when a family is requesting to add a new member to the household, the family may be asked to provide verification.

The following verifications will be accepted to approve the addition of a dependent to the household:

1. Birth certificates or hospital verification of birth;
2. Official court paperwork of custody assignment or adoption decree;
3. Court-ordered assignment of guardianship;
4. Written declarations of temporary reassignment of custody from a minor's custodial parent or guardian.

10.12.3 Permanent Absence of Family Member

If an adult who was formerly a member of the household is reported permanently absent by the family, Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;
3. Current pay information from the former household member's employer showing the new address;
4. Statements the family provides from other agencies such as social services, or a written statement from the landlord or property manager that the adult family member is no longer living at that location;
5. If the adult family member is incarcerated, a document from the court or correctional facility stating how long they will be incarcerated; or
6. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or another adult in the household if the head is the absent member.

10.12.4 Other Changes in Household Composition

Pensacola Housing may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

10.12.5 Verification of Disability

For the purpose of qualifying for a deduction from income, acceptable methods of verification of disability are:

1. Receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)); or
2. Verification by an appropriate diagnostician such as a physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

If Pensacola Housing is in receipt of either of these types of verification, the individual will be noted as a person with a disability on their applicant/participant record.

10.13 Verification of Citizenship or Eligible Immigrant Status [24 CFR 5.508, 5.510, 5.512, 5.514]

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Eligible immigrants must fall into one of the categories specified by federal regulations, and must have their status verified by the Department of Homeland Security, US Citizenship and Immigration Services.

Each household member must declare his or her status once. A household cannot be admitted to the program until all members who declare that they have eligible immigrant status provide verification of their status. However, assistance will not be delayed, denied, or terminated while confirmation of eligible status is pending from the Department of Homeland Security (DHS).

10.13.1 Citizens and Nationals

Under penalty of perjury, citizens and nationals of the United States are required to sign a declaration of citizenship. Pensacola Housing will not require citizens to provide documentation of citizenship other than their certification on Pensacola Housing's Declaration of Citizenship form.

10.13.2 Eligible Immigrants

Non-citizens with eligible immigrant status must sign a declaration of status and verification consent form and provide their original immigration documents, which Pensacola Housing will copy front and back and return to the family.

Eligible immigrants who were participants and at least 62 years old as of June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age. No additional verification is required for participants who fall into this category.

10.13.3 Verification of Eligible Immigrant Status

Federal regulations stipulate that only the following documents are acceptable as verification of eligible immigrant status:

1. Resident Alien Card (I-551);
2. Alien Registration Receipt Card (I-151);

3. Arrival-Departure Record (I-94); or
4. Receipt issued by the INS for issuance of replacement of any of the above documents that shows that the individual's eligibility has been verified.

A birth certificate is not an acceptable verification of status.

All documents used to verify U.S. citizenship/eligible immigrant status will be kept on file for five years.

10.13.4 Ineligible Immigrants

Pensacola Housing verifies eligible immigration status through the DHS SAVE system. If this primary verification fails to verify eligibility, within 10 business days Pensacola Housing will request that the DHS conduct a manual search.

Individuals who are neither citizens nor eligible immigrants may elect not to contend their status. Ineligible household members who do not claim to be citizens or eligible immigrants will be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse. The family will be considered a mixed family for the purpose of determining subsidy.

Although they are in the country lawfully, non-citizen students on student visas are considered ineligible members of the household for the purpose of HCV assistance. They must provide Pensacola Housing with their student visa, after which they will be listed as an ineligible member of the household, and the family will be considered a mixed family for the purpose of determining subsidy. No further verification or declaration of status is required for non-citizen students.

10.13.5 Timing of Verification of Eligibility

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the time of admission. For household members added after other members have been verified, the verification must occur before the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in applicants, if the initial PHA does not supply the documents, Pensacola Housing must conduct the eligibility determination.

10.13.6 Failure to Provide Proof of Eligibility

If a household member fails to sign required declarations and consent forms or provide documents as required, they will be listed as an ineligible member, and the family will be considered a mixed family for the purpose of determining subsidy.

If an entire family fails to provide documentation and sign consent forms as required, the family's assistance will be denied or terminated for failure to provide required information.

10.13.7 Failure to Declare Household Members

If Pensacola Housing determines that an assisted household has knowingly permitted an individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated and the family will be ineligible to apply for housing assistance for 3 years, unless the ineligible individual has already been declared, resulting in a pro-ration of the family's assistance.

10.14 Verification of Waiting List Preferences

The HCV programs administered by Pensacola Housing assist extremely low and very low income households in Escambia County, as defined by federal guidelines. Program guidelines stipulate that at least 75% of the families newly assisted by Pensacola Housing each fiscal year must be extremely low income families. In addition, HUD notice PIH 2013-19 stipulates that PHAs administering vouchers set aside for non-elderly disabled families (NED) must maintain at least a 95% lease up rate for their NED vouchers.

10.14.1 Verification of Extremely Low Income Families

The family's gross annual income (that is, all forms of income received by the family prior to any deductions, and annualized over a 12-month period) will be obtained by using the income verification methods described earlier in this chapter.

The gross annual income will then be compared to HUD's Extremely Low Income Limits for the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area, adjusted for household size, to ensure the family meets the prescribed income limits.

10.14.2 Verification of NED Status

If a NED voucher is offered to a family on the waiting list, Pensacola Housing will verify the head of household's non-elderly status using the verification of identity process described in Section 10.12.1, and will verify the head of household's disabled status using the verification of disability process described in Section 10.12.5.

10.15 Verification of Homelessness

For general HCV program applicants, acceptable methods of verification of homelessness are as follows:

1. Written certification by a public or private facility providing shelter;
2. Law enforcement; or
3. A case management/transitional housing/housing search/counseling-providing social services agency, certifying that the family either is currently homeless as of the date of the determination of eligibility, or was homeless for a period during the 12-month period prior to the date of the eligibility determination.

10.15.1 Verification of Homelessness for HUD-VASH Clients

For applicants and participants of the HUD-VASH program, both HUD and the VA use the homeless definition provided by section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

In an effort to make the HEARTH homeless definition a bit easier to understand and apply, HUD has divided the general homeless definition into 4 different categories, which are:

1. Literally homeless;
2. At imminent risk of homelessness;
3. Unaccompanied youth under 25 years of age, or families with children or youth, who do not otherwise qualify as homeless under other federal statutes; and
4. Fleeing/attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the household

Note that the definition for chronic homelessness is a separate definition and is not the definition used to determine eligibility for the HUD-VASH or other special purpose voucher programs.

10.15.2 Verification of Homelessness for Set-aside Vouchers

For homeless applicants who are referred to Pensacola Housing for a set-aside voucher, Pensacola Housing will accept the determination of the referring agency regarding the applicant's homeless status.

11.0 Utilizing the Enterprise Income Verification System (EIV) [24 CFR 5.233, Notice PIH 2018-18]

Pensacola Housing uses the EIV system to identify potential discrepancies in income reporting by participants during the annual and interim reexamination processes. Use of EIV is mandated by HUD.

Data contained within, and accessed from, the EIV system will only be used for official program purposes and will be protected by Pensacola Housing. Data will not be disclosed to anyone in any manner that would violate the privacy of the individuals represented.

Pensacola Housing adheres to HUD-prescribed EIV security awareness measures to ensure that only authorized system users access the EIV system and to maintain overall privacy and security compliance.

11.1 Demonstrating Compliance with Mandatory Use of EIV

In accordance with 24CFR §5.233(a, 2, i), Pensacola Housing complies with the HUD-mandated use of EIV by following the procedures outlined below.

11.1.1 EIV Use for New Admissions

For families who are new admissions to the program, Pensacola Housing will:

1. Review the EIV Income Report to confirm/validate family-reported income within 120 days of the Effective Date of the New Admission;
2. Maintain a copy of the EIV Income Report in the tenant file; and
3. Resolve any income discrepancy with the family within 60 days of the date of the EIV Income Report.

11.1.2 EIV Use for Interim Reexaminations

For each Interim Reexamination conducted, Pensacola Housing will:

1. Generate the EIV report and maintain it in the tenant file.

11.1.3 EIV Use for Annual Reexaminations

For each Annual Reexamination conducted, Pensacola Housing will:

1. Maintain the EIV Income Report, and if necessary as determined by Pensacola Housing, third party authentic documents provided by the tenant, and/or the third-party Employment Verification Form in the tenant file.

11.2 Debts Owed to PHAs and Terminations Module

As part of the EIV system, HUD has established a national database that serves as a repository of debt and termination information on former program participants from all housing agencies and subsidized rental housing providers. Each local program must designate at least one staff person whose responsibility it is to enter information into this Debt Termination Data Base (DTDB). The designated staff member(s) must obtain prior approval from HUD before beginning to enter information into the DTDB.

11.2.1 Policy Governing DTDB Entries

Pensacola Housing adheres to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

11.3 Screening Applicant Families through EIVs' Former Tenant Search Module

Pensacola Housing uses EIV's Former Tenant Search module in the following manner.

1. Prior to a family's admission, Pensacola Housing queries the SSN of each adult household member to determine if a PHA has reported a debt or adverse termination;
2. Former participants who owe debts to a PHA will not be admitted to the program until the debt is paid in full to the PHA that is owed the outstanding amount;
3. Adverse Terminations will be denied assistance in accordance with HUD or Pensacola Housing policy; and
4. Families denied assistance due to information in DTDB will be provided with a copy of the Debts Owed & Termination report, and as with other denials, offered the opportunity for an informal review.

11.4 Mandatory Monitoring of EIV Reports

In compliance with HUD requirements, Pensacola Housing monitors the following EIV reports on a monthly basis:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

4. Multiple Subsidy Report

And the following reports on a quarterly basis:

1. Income Validation Tool Report
2. New Hires Report

11.5 Income Discrepancy Resolutions

When a Pensacola Housing staff member identifies a possible income discrepancy during a review of the EIV Income Validation Tool, or by comparing the EIV Income Report to the household income information stored in Pensacola Housing's enterprise software system, the staff member will conduct an income review of the household and take whatever corrective actions are necessary. Examples of corrective actions may include conducting an Interim Reexamination of the household, which may result in an increase to the tenant rent; contacting the family to request additional documentation; opening an investigation by contacting employers identified on the EIV Report directly to request additional information; writing a debt against the family because of a period of oversubidy due to unreported or under-reported income; and termination from the program. A supervisor will review any actions that result in a participant debt or program termination before they are final. Families who are assigned a debt, or whose program participation is terminated, will be offered the opportunity to request an informal hearing.

11.5 EIV Security Measures

Pensacola Housing will adhere to the following procedures when storing and disposing of EIV records and other participant data.

11.5.1 Record Retention

In compliance with both federal and state record retention laws, Pensacola Housing will retain the documents in a participant's file during the term of the assisted tenancy and for five years thereafter. EIV information will be destroyed three years from the End of Participation (EOP) unless there is pending litigation.

11.5.2 Disposal of Applicant and Participant Records

All EIV documents will be destroyed at the end of the federally-mandated three-year retention period from the end date of participation in the program. They will be destroyed in a manner that will not compromise the confidentiality of the applicants and/or participants. The preferred method for destroying documents is by shredding.

11.5.3 EIV Security Monitor

In compliance with HUD policy regarding EIV, Pensacola Housing will designate one employee to be its "EIV Security Monitor." This person is responsible for ensuring that the EIV security procedures outlined in this Administrative Plan are adhered to.

The EIV security monitor or other designated personnel will also give written notification to HUD whenever:

1. A staff member associated with EIV information is no longer employed by Pensacola Housing, or
2. A staff member who previously had access rights to the EIV system no longer has such rights.

11.5.4 Storage of EIV Documents

Pensacola Housing will retain a lockable container, file cabinet, or room to store EIV documents that are outdated and slated to be destroyed.

11.5.5 Key Control Form

Pensacola Housing utilizes a Key Control Form to document:

1. The number of keys issued for the lockable container, file cabinet or room;
2. The names of program staff who are in possession of these keys; and
3. Any change in the number of keys available or in the identity of the staff in possession of the keys.

11.5.6 EIV Security Awareness Training

Pensacola Housing employees who will be receiving EIV access for the first time must satisfy the required EIV Security Awareness Training before they can be approved for EIV access. In order to satisfy this requirement, the employee must meet the following two conditions:

1. Applicants must watch the most recent EIV Security Awareness Training Webcast published by HUD.
2. Applicants must confirm that they have watched the above mentioned webcast by signing the EIV Webcast Training Certification form, and submitting it to Pensacola Housing's EIV Security Monitor.

11.5.7 Breach of EIV Security Policy

All Pensacola Housing staff will be instructed that any breach of the EIV security policy must immediately be reported to the EIV Security Monitor.

12.0 RTAs and HAP Contract Execution [24 CFR 982.305]

When the family finds a unit of interest, the family and the owner will complete and sign the Request for Tenancy Approval (RTA) form. The family must submit the completed RTA form to Pensacola Housing during the term of the voucher. Pensacola Housing will review the RTA, perform an affordability analysis, and make an initial determination regarding approval of the tenancy. Pensacola Housing may assist the family in negotiating changes that are required, if any, for the tenancy to be approvable.

Once it appears the tenancy may be approvable, the owner must contact Pensacola Housing to schedule an inspection. Whenever possible, Pensacola Housing will schedule the inspection appointment for no later than 15 business days after the owner's request, unless the owner indicates the unit will not be ready within 15 business days, in which case Pensacola Housing will work with the owner to find an appropriate inspection date.

During the initial stage of qualifying the unit, Pensacola Housing will provide the owner with information regarding the program, including Pensacola Housing and owner responsibilities for screening, and other essential program elements. Upon request by the prospective owner, Pensacola Housing will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to comply with, standard material lease terms. Additional screening is the responsibility of the owner.

12.1 Approval to Lease a Unit

Pensacola Housing will approve a family's tenancy, authorize the family and owner to execute a lease, and enter into a HAP contract with the owner of the unit if all the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by Pensacola Housing and passes HQS;
3. The lease is approvable and includes the following:
 - a) The names of the owner and the tenant;
 - b) The address of the unit rented;
 - c) The term of the lease (initial lease term and the provisions for renewal);
 - d) The amount of the monthly rent to owner;
 - e) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - f) The HUD-required tenancy addendum.
4. The rent to owner is reasonable, as defined by the rent reasonableness standard;
5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or by Pensacola Housing, and does not have any state or local delinquent taxes owing on the rental property;
7. The family continues to meet all eligibility and screening criteria.

If the RTA is denied, Pensacola Housing will advise the owner and the family of any actions they could take that would enable Pensacola Housing to approve the tenancy.

12.2 Lease Start Dates

The assisted lease term may begin only after all of the following conditions are met:

1. Pensacola Housing approves the family's leasing of the unit;
2. The unit passes Pensacola Housing's HQS inspection;
3. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
4. Pensacola Housing has determined that the contract rent is Rent Reasonable;
5. All applicable tenant utilities are on in the head of household's name; and the security deposit, if applicable, has been addressed;
6. The landlord and tenant sign a lease that includes the HUD-required tenancy addendum.

12.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Upon receipt of the executed lease, including the HUD-required tenancy addendum, signed by both the tenant and the owner, Pensacola Housing will produce the Housing Assistance Payment (HAP) contract and execute the contract with the owner. Pensacola Housing will not pay any housing assistance to the owner until the contract is fully executed.

The initial term of the HAP contract and the lease must match. In addition, the HAP contract must be executed within 60 days of the start of the lease term. Any contract that is not executed within 60 days of the lease start date will be void. In such cases, Pensacola Housing will not make any HAP payments to the owner and will contact the family to offer them the opportunity to select a different unit.

12.4 Eligible and Ineligible Housing Types

The following types of housing cannot be assisted under the HCV program:

1. A public housing or Indian housing unit;
2. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
3. College or other school dormitories;
4. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
5. A unit occupied by its owner, unless this arrangement has been approved as a reasonable accommodation; or
6. A unit receiving any duplicative federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a low-income housing tax credit (LIHTC).

In addition, a family holding a tenant-based voucher may not use that voucher in a unit receiving project-based assistance under a Section 8 Program.

Pensacola Housing will approve leases for the following housing types:

1. Single family dwellings
2. Apartments
3. Manufactured housing
4. Duplexes, triplexes and fourplexes
5. Townhouses
6. Condominiums

Pensacola Housing will also approve leases for the following special housing types:

1. Congregate housing, including assisted living facilities
2. Shared housing
3. Single-room occupancy (SRO) housing
4. Group homes
5. Cooperative housing
6. Manufactured home space rental

When reviewing and approving special housing types, Pensacola Housing will use guidance from the “Special Housing Types” chapter of HUD’s Housing Choice Voucher Program Guidebook in addition to other applicable federal and local program regulations and guidelines.

12.5 Security Deposits [24 CFR 982.313, Florida Statutes 83.49]

The owner may collect a security deposit from the tenant in an amount not in excess of market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent owed by the tenant or for damages to the unit.

In accordance with state law, the owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the assisted lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.8, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual/Biennial: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a “complaint inspection”);
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing’s HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b)(2)]

After the family submits an RTA and the housing counselor has confirmed the unit’s affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner’s request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner’s representative, who must be over the age of 18, present. For initial inspections, the owner’s representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CRF 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received documentation of repairs or an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

To the extent possible, Pensacola Housing will certify corrections of HQS deficiencies via review of documents provided by the owner. Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Confirmation of Repairs

In most cases, Pensacola Housing will allow owners to confirm correction of HQS deficiencies by submitting pictures or documents for review. If the owner prefers, they may contact Pensacola Housing to schedule a reinspection. Failure to secure a passed inspection within the time frame for repair either through submitting documentation or a site revisit, will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a new inspection of the unit.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist during the visit.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, as described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with local government Building Codes, as adopted by the City of Pensacola or Escambia County, as applicable.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;
3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate

the program participation of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a)(3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated and the contract terminated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Non-functioning or absent carbon monoxide detectors, for units requiring carbon monoxide detection;
12. Unusable toilet when only one toilet is present in the unit;
13. Security risks such as broken doors or windows that would allow intrusion;
14. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six. Because no children live in SRO housing, the HQS applicable to lead based paint do not apply to this unit type.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Lead Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.
- The owner must provide Pensacola Housing with a passed lead clearance test from a certified Lead Risk Assessor, certified Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required [24 CFR 35.1215(b)]

For New Unit inspections, the owner will have up to 30 days from the inspection date notification to provide a "passed" clearance test. All paint stabilization repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied,

and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date notification to provide a “passed” clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.12.5 Procedures When Pensacola Housing Receives a Report of a Child with an EBLL in an Assisted Household

If Pensacola Housing receives a report from a public health department or other medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then within 15 days Pensacola Housing will complete an environmental investigation of the dwelling unit in which the child lived at the time the blood was last sampled and of common areas servicing the assisted unit. When the environmental investigation is complete, Pensacola Housing will immediately provide the results of the environmental investigation to the owner of the unit.

If the child identified as having an EBLL is no longer living in the unit when Pensacola Housing receives the report of the EBLL, but another household receiving tenant-based rental assistance is living in the unit or is planning to live there, the requirements of this section apply just as they do if the child still lives in the unit. If a public health department has already conducted an evaluation of the dwelling unit in regard to the child's EBLL, or Pensacola Housing had already conducted an environmental investigation of the unit and common areas between the date the child's blood was last sampled and the date when Pensacola Housing received notification of the EBLL, the requirements of this section will not apply. If Pensacola Housing or the unit owner conducted a risk assessment of the unit and common areas during that period, Pensacola Housing is not required to conduct another risk assessment there but shall conduct the elements of an environmental investigation not already conducted during the risk assessment.

If Pensacola Housing receives information from a person who is not a medical health care provider that a child of less than 6 years of age living in a unit receiving Pensacola Housing HCV rental assistance has been identified as having an elevated blood lead level (EBLL), then Pensacola Housing will immediately attempt to verify the information with the public health department or another medical health care provider. Pensacola Housing will make at least 2 attempts to verify the information with the health department or medical health care provider. If the public health department or provider denies the request, Pensacola Housing will send documentation of the denial to the HUD field office who will make an effort to verify the information. If that department or provider verifies that the child has an EBLL, such verification shall constitute notification, and Pensacola Housing will take the action required in this section.

Within 30 calendar days after receiving the results of the environmental investigation from Pensacola Housing or the evaluation from the public health department, the unit owner will complete the reduction of identified lead-based paint hazards in accordance with § 35.1325 or § 35.1330. Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the environmental investigation have been treated with interim controls or abatement or the public health department certifies that the lead-based paint hazard reduction is complete. The requirements of this paragraph do not apply if Pensacola Housing or the owner, between the date the child's blood was last sampled and the date Pensacola Housing received the notification of the EBL, already conducted an environmental investigation of the unit and common areas servicing the unit and the owner completed reduction of identified lead-based paint hazards. If the owner does not complete the lead-based paint hazard reduction required by this section, the dwelling unit is in violation of the standards of 24 CFR 982.401. The owner will notify building residents of any lead-based paint hazard evaluation or reduction activities in accordance with § 35.125.

The owner will report the name and address of a child identified as having an EBL to the public health department and Pensacola Housing within 5 business days of being so notified by any other medical health care professional. The Pensacola Housing Department will report each confirmed case of a child with an EBL to the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes within 5 business days of being so notified. The owner and Pensacola Housing will provide to the HUD field office documentation that it has conducted the activities described in this section within 10 business days of the deadline for each activity.

If the required environmental investigation identifies lead-based paint hazards, Pensacola Housing or the owner will conduct a risk assessment in accordance with § 35.1320(b) of other assisted dwelling units covered by this part in which a child under age 6 resides or is expected to reside on the date lead-based paint hazard reduction is complete as well as of the common areas servicing those units, within 30 calendar days after receipt of the environmental investigation report if there are 20 or fewer such units, or within 60 calendar days if there are more such units.

If the required risk assessment identifies lead-based paint hazards, the owner will complete the reduction of the lead-based paint hazards in accordance with § 35.1325 or § 35.1330 within 30 calendar days, or within 90 calendar days if more than 20 units have lead-based paint hazards such that the control work would disturb painted surfaces that total more than the de minimis threshold of § 35.1350(d). Lead-based paint hazard reduction is considered complete when clearance is achieved in accordance with § 35.1340 and the clearance report states that all lead-based paint hazards identified in the risk assessment have been treated with interim controls or abatement. However, the requirements of this paragraph do not apply if:

(i) Between the date the child's blood was last sampled and the date the owner received the notification of the EBL, Pensacola Housing or the owner conducted a risk assessment of

the other assisted dwelling units covered by this section and the common areas servicing those units, and the owner conducted interim controls of identified lead-based paint hazards in accordance with § 35.1225(c); or

(ii) The owner has documentation of compliance with evaluation, notification, lead disclosure, ongoing lead-based paint maintenance, and lead-based paint management requirements throughout the 12 months preceding the date the owner received the environmental investigation report; and,

(iii) In either case, the owner provided Pensacola Housing, within 10 business days after receiving the notification of the EBLL, documentation that it has conducted the activities described in this paragraph.

At least quarterly, Pensacola Housing will attempt to obtain from the Florida Department of Health in Escambia County the names and/or addresses of children of less than 6 years of age with an identified EBLL in Escambia County. At least quarterly, Pensacola Housing will also provide an updated list of the addresses of units receiving assistance under a tenant-based rental assistance program to the Florida Department of Health in Escambia County, unless that department states it does not wish to receive such report. If Pensacola Housing obtains names and addresses of EBLL children from the Florida Department of Health in Escambia County, Pensacola Housing will match information on cases of EBLLs with the names and addresses of families receiving tenant-based rental assistance, unless the Florida Department of Health in Escambia County performs such a matching procedure. If a match occurs, Pensacola Housing will carry out the requirements of this section.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of \$50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing's administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing

will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits
- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue; and
2. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a retaliatory action and a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume effective on the day the unit passes inspection should the lease and HAP contract be reinstated. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

14.0 Rent Reasonableness [24 CFR 982.507]

Pensacola Housing will not approve an initial rent or a rent increase for any unit participating in one of its HCV programs without first determining that the requested rent amount is reasonable, in accordance with federal guidelines regarding rent reasonableness.

Rent reasonableness must be determined prior to the initial lease, and at the following times:

1. Before any increase in rent to owner is approved;
2. If, 60 days before the HAP contract anniversary date, there is a 10% decrease in the published FMR as compared to the previous FMR;
3. If directed to do so by HUD; and
4. Based on a need identified by Pensacola Housing's quality control or internal auditing processes.

At its discretion, Pensacola Housing may also perform rent reasonableness determinations at any other time, such as during a participant's annual recertification.

14.1 Comparability

For the purpose of making rent reasonableness determinations, Pensacola Housing will maintain and update a database of unassisted "comps" (rental units leased by unsubsidized tenants on the open market) in its jurisdiction.

Pensacola Housing HQS inspectors and other analysts will compare the rent proposed by the owner of an assisted unit to the rents of comparable units of the same type in comparable neighborhoods. Pensacola Housing will consider the location, quality, size, number of bedrooms, age, amenities, services, maintenance and utilities of the assisted unit and comparable units.

At any time, owners can review the information Pensacola Housing used to make a rent reasonableness determination for their unit. Owners may submit additional information, including market surveys or additional comps. Pensacola Housing may consider this information in making and reviewing rent reasonableness determinations.

14.2 Methodology

Pensacola Housing bases its rent reasonableness determinations on current comparables provided by the Pensacola Association of Realtors. In addition, Pensacola Housing may obtain information from other sources, including:

1. Classified ads, MLS listings, Craigslist, etc.;
2. Third-party vendors specializing in market data; and

3. Owner-provided rent rolls of comparable units, to be confirmed by Pensacola Housing.

Pensacola Housing has established that the market areas for rent reasonableness are census tracts and/or neighborhoods within Pensacola Housing's jurisdiction. Whenever possible, subject units within a defined housing market area will be compared to similar unassisted units within the same area.

14.3 Rent Reasonableness Restrictions for Owners

Federal regulations prohibit owners from charging HCV tenants more rent than unassisted tenants who occupy comparable units. By accepting the HAP payment each month, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

If requested, and if applicable to the owner, the owner must provide Pensacola Housing with information on rents charged by the owner for other units on the premises or elsewhere.

At all times during the assisted tenancy, the total amount of monthly rent received by the owner from Pensacola Housing and the participant family may not exceed the reasonable rent as most recently determined or redetermined by Pensacola Housing.

14.4 Rent Reasonableness and Affordability

Rent reasonableness is not the only constraint on contract rents for HCV program participants. The other constraint concerns affordability. During the first contract year in a unit, the family share cannot be more than 40% of the family's monthly adjusted income if the gross rent exceeds the payment standard. An analysis will be done when the RTA is turned in to ensure the proposed contract rent for the unit meets this requirement.

14.4.1 Information for Owners

Owners should be aware that Pensacola Housing's acceptance of an RTA based on the 40% affordability standard is not verification that the rent proposed on the RTA is reasonable. The rent reasonableness determination will be performed after the initial inspection of the unit. At that time, owners may be asked to lower the contract rent, even if they've already lowered the proposed rent to meet the affordability standard.

If an owner chooses not to accept the reasonable rent proposed by Pensacola Housing, the RTA will be denied, and the applicant or participant will be provided with an opportunity to select a different unit.

14.4.2 Information for Participants

HCV program participants should be aware that the affordability restriction is only applied during a participant family's first contract year in a unit. After that year, changes to the

tenancy, including but not limited to proposed rent increases from the owner that are found to be reasonable, decreases in household income, and changes in household composition that result in a lower family voucher size, can create situations where the family's tenant rent is more than 40% of the family's monthly adjusted income.

If the tenant rent increases to more than 40% of the monthly adjusted income at recertification as a result of changes to household income, composition, or contract rent, the housing specialist may counsel the head of household about this change and suggest moving to a more affordable unit. However, Pensacola Housing will not compel a participant family to move based solely on affordability.

15.0 HAP Payments and Other Information for Owners

This chapter provides information specific to owners participating in Pensacola Housing's HCV programs. Owners are also advised to read the HAP contract and HUD-required tenancy addendum to the lease in full, and to familiarize themselves with the information in Section 4.2, Chapter 12, Chapter 13, Chapter 14, Chapter 19, and Section 21.6 of this Administrative Plan.

15.1 Required Owner Paperwork

All owners participating in Pensacola Housing's HCV program are required to complete City of Pensacola vendor paperwork, including IRS form W-9 and direct deposit authorization forms. Pensacola Housing will not be able to process payments for owners until vendor setup and direct deposit authorization is complete.

If no HAP payment is made for 180 days due to an owner's failure to complete required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

When an owner's contact information changes, the updates must be submitted in writing on Pensacola Housing's Owner/Landlord Change of Address form.

15.2 Out-of-State Limited Liability Companies

In accordance with Florida Statute 608.501, property owners that are limited liability companies formed outside the state of Florida and that are interested in participating in Pensacola Housing's voucher programs may be required to obtain a certificate of authority from the Florida Department of State before the City of Pensacola can establish them as a vendor.

15.3 Execution of the HAP Contract [24 CFR 982.305 (c)]

Pensacola Housing will not make any housing assistance payments to the owner until the HAP contract has been fully executed. When a HAP contract is ready for signature, Pensacola Housing will send the owner written notification that the contract is ready.

HUD guidelines stipulate that Pensacola Housing and the owner must execute the HAP contract no later than 60 calendar days from the start date of the lease and HAP contract. Any HAP contract not executed within the 60-day period is void, and no HAP payments will be made to the owner.

15.4 HAP Payments to Owners

Once the HAP contract is fully executed and the owner has completed all required vendor paperwork, Pensacola Housing will begin processing housing assistance payments (HAP) to the owner. An electronic HAP register will be used as a basis for monitoring the accuracy and timeliness of payments.

Payments are disbursed to owners by the City of Pensacola's Finance Department each month. In accordance with City of Pensacola policy, regularly scheduled HAP payments will be disbursed via electronic funds transfer ("direct deposit") on the first business day of the month, and no later than the 5th day of any disbursement month, HUD funding permitting.

If Pensacola Housing's finance specialist finds that a HAP payment was not made because of Pensacola Housing error, the finance specialist will request a special payment, outside of the normally scheduled check run, from the City of Pensacola's Finance Department. The special payment will take the form of a paper check, and will be mailed to the owner's address of record as soon as processing is complete.

Payments that were not made because of a delay outside of Pensacola Housing's control will be processed with the next month's regularly scheduled electronic funds transfer.

Pensacola Housing will provide owners with electronic statements, showing itemized details of their monthly payments, via an online service called Assistance Connect.

15.5 1099s

At the close of each calendar year, the City of Pensacola Finance Department will send out 1099s to owners who use a social security number as their Tax ID for the purpose of receiving HAP payments. The 1099s will be mailed out in accordance with IRS guidelines regarding deadlines.

If an owner needs to request a duplicate copy of a 1099, he or she should contact the Pensacola Housing finance specialist to make that request. Requests for duplicate copies of 1099s must be made in writing. It may take up to 10 business days for the City of Pensacola to process these requests.

15.6 Disapproval of Owners [24 CFR 982.306]

Pensacola Housing will deny participation by an owner at the direction of HUD, or for any of the following reasons:

1. The owner has violated any obligations under a HAP contract;
2. The owner has committed fraud (which includes providing false documents or withholding information), bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity, including drug trafficking, sale, or manufacture; any violent criminal activity; or is a registered sex offender;

4. The owner has a history or practice of non-compliance with HQS for units leased under the HCV program or with applicable housing standards under any other federal housing program;
5. The owner has engaged in program abuse or fraud, including collection of payments in excess of the family share of the rent ; requiring the family to perform extraordinary service in lieu of payments; collecting assistance payments for units not occupied by HCV tenants; or bribing of Pensacola Housing employees;
6. The owner has a history or practice of renting units that fail to meet state or local codes;
7. The owner fails to provide documentation regarding property ownership, or any other requested information;
8. The owner has not paid state or local property taxes, fines, or assessments; or the owner has violated a HAP contract through forfeiture of the property, i.e. foreclosure;
9. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the premises by tenants and neighbors;
10. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the tenant family, unless Pensacola Housing determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
11. HUD has informed Pensacola Housing that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
12. HUD has informed Pensacola Housing that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements; or
13. Other conflicts of interest under federal, state, or local law.

15.7 Limitation and Termination of Owner's Participation [24 CFR 982.453]

If an owner is guilty of frequent or serious HAP contract violations, including but not limited to repeated failure to enforce lease agreements with assisted families, failure to maintain the HQS status of assisted units, or the collection of side payments beyond the reasonable rent; or has committed fraud, bribery or any other corrupt or criminal act; or has engaged in drug related criminal activity, the HAP contract with the owner may be terminated and the owner prohibited from future participation in the program for a period of time commensurate with the seriousness of the offense.

15.8 Renting to Relatives

Unless the lease between the owner and the participant was effective prior to June 17, 1998, the owner may not be related by blood or marriage to any member of the participant household.

Pensacola Housing may waive this restriction as a reasonable accommodation when a household member is a person with a disability.

For purposes of this policy, “owner” includes any principal or other interested party.

15.9 Assigning an Agent or Property Manager

Owners who employ the services of an agent or property manager will be asked to declare the agent or property manager, and specify in the vendor paperwork what duties the agent or manager is authorized to perform.

If a realtor or property manager completes an RTA, upon request Pensacola Housing may require the realtor or property manager to provide the Housing Department with a copy of the property management agreement showing that the realtor or property manager is authorized to lease the unit and collect rent on the owner’s behalf.

Owners who live outside of the Pensacola-Ferry Pass-Brent Metropolitan Statistical Area (that is, Escambia and Santa Rosa Counties) are required to provide Pensacola Housing and voucher-holding tenants with contact information for a representative, property manager, or agent who lives within the Pensacola metropolitan area and who is authorized to act on the owner’s behalf to handle any emergencies that may occur on the property.

It is recommended that local owners who are frequently out of town, or who do not have the capacity to collect rents, respond to tenants, and perform periodic maintenance on the rental unit, also designate an agent or manager to act on their behalf. Owners who do so will be able to specify in the vendor paperwork what duties the agent or manager is authorized to perform.

15.9.1 Criminal Screening of Agents and Property Managers

Pensacola Housing will screen all new landlords and their agents in the Dru Sjodin National Sex Offender Public Website (NSOPW). Pensacola Housing will disapprove any owner or agent who is subject to a registration requirement under a state sex offender registration program.

15.10 Changes in Unit Ownership or Management

All changes in ownership or management of units with active HAP contracts must be reported to the Pensacola Housing Department within 10 business days of the change. Whenever possible, changes should be reported in advance, so HAP payments can be put on hold prior to the transition and to avoid the possibility of incorrect payments. If the prior owner or property manager is paid by Pensacola Housing after the change in ownership or management because of a delay in reporting, or a delay in providing verification documents, on the part of the owners or management companies, those parties will be responsible for arranging the transfer of funds.

The HAP contract is transferrable under federal regulations after the new owner has provided proof of ownership. Pensacola Housing and the new owner will, however, complete Pensacola Housing's HAP Contract Addendum, which will affirm the new owner's acceptance of the HAP contract(s) already in effect for the affected family or families, and the new owner's willingness to be bound by the terms of the existing HAP contract.

Pensacola Housing will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed, and the Employer Identification Number or Social Security Number of the new owner.

Changes in property management also require reassignment of the HAP contract. Pensacola Housing will require written proof that all parties—the former property manager, the new property manager, and the tenant—have been informed of the change before any reassignment of the HAP contract, or HAP payments, occurs.

15.11 Required New Owner Paperwork

If a new owner or property manager who assumes the obligations of an existing HAP contract is not an active vendor with Pensacola Housing, the owner will be required to complete City of Pensacola vendor paperwork as described above in Sections 15.1 and 15.2.

If no HAP payment is made for 180 days due to the new owner's failure to complete the required vendor paperwork, then in accordance with HUD regulations the contract will automatically terminate and the participant family will be issued a voucher to move.

15.12 Changing the Lease or the Contract Rent

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give Pensacola Housing a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Assistance will not be continued unless Pensacola Housing has approved the new lease in accordance with program requirements. If the new lease includes any changes governing participant or owner responsibilities for utilities or appliances, Pensacola Housing and the owner will have to execute a new HAP contract reflecting the changes. A new HAP contract is not generally required for other changes to the lease.

Owners must notify Pensacola Housing in writing of any proposed change to the contract rent amount a minimum of 60 days before the change goes into effect. To expedite this process, Pensacola Housing will provide the Request for Tenancy Continuation (RTC) to participant families at least 60 days before their recertification date. Any requested increase in contract rent is subject to Pensacola Housing performing a rent reasonableness determination.

16.0 Annual and Interim Reexaminations [24 CFR 982.516]

In accordance with HUD requirements, Pensacola Housing will reexamine the income and household composition of all participant families regularly. Annual recertifications and interim reexaminations will be processed in a manner that ensures families are given reasonable notice of decreases in the HAP and corresponding increases in tenant rent.

This chapter defines Pensacola Housing's policy for conducting annual reexaminations. It also explains the interim reporting requirements for families, and the standards for timely reporting of changes in family income or composition.

16.1 Annual Reexaminations [24 CFR 982.516 (a)]

Pensacola Housing must conduct a reexamination of household income and household composition for all active HCV program participants at least annually. Voucher households will be notified by mail of the recertification requirements at least 90 days in advance of their anniversary date. If requested as an accommodation by a person with a disability, Pensacola Housing will provide the notice in an accessible format. Pensacola Housing will also mail the notice to a third-party, if requested as a reasonable accommodation.

Pensacola Housing will strive to complete annual recertifications for families before the anniversary date, including notifying the family of any increases in tenant rent at least 30 days before the anniversary date, unless action or inaction of the family delays notification. If the family's rent portion remains the same or decreases, Pensacola Housing may give less than 30 days written notice to the family.

Income limits are not used as a test for continued eligibility at recertification.

16.1.1 Collection of Information [24 CFR 982.516(f)]

Pensacola Housing will send a Notification of Annual Recertification letter approximately 90 days prior to the anniversary date of the lease and HAP contract to the family, informing them it is time for their annual reexamination. The letter includes forms for the family to complete, and instructions for what documents must be provided.

During the recertification process, the family will provide current information regarding income, assets, expenses, and other information necessary to redetermine the family's Total Tenant Payment and family share. The family must sign the HUD consent form and other consent forms that are used to verify family circumstances.

16.1.2 Missed Appointments

If the family fails to attend the recertification interview and doesn't call to reschedule, a Notification of Pending Termination will be mailed. The notification will advise the family that in order to avoid termination of their assistance, they must contact Pensacola Housing to schedule a recertification appointment prior to their recertification date. Failure to do so

will result in Pensacola Housing taking action to terminate the family's voucher program participation.

If the family reschedules their recertification appointment but then fails to attend the make-up appointment, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

If the family has failed to attend the interview or make-up appointment due to a disability, and requests consideration, Pensacola Housing will consider verifiable mitigating circumstances and may make other arrangements as a reasonable accommodation.

16.1.3 Failure to Respond to Notification to Recertify

If the family fails to submit some or all of their required documents at the recertification interview, the housing specialist will provide a checklist of the missing items, and a deadline for their return.

If the family doesn't return all required items by the deadline, Pensacola Housing will mail a Notification of Pending Termination, and set a final deadline for return of the missing items.

If the family fails to respond to the final notification, and has not contacted Pensacola Housing to make other arrangements, Pensacola Housing will terminate the family's voucher program participation. The family will have the right to request an informal hearing.

Pensacola Housing may offer exceptions to these policies if the family is able to document an emergency situation that prevented them from responding to the recertification notices, or, if requested, as a reasonable accommodation for a person with a disability.

16.1.4 Documents Required From the Family

In the notification letter to the family, Pensacola Housing will include instructions for the family to submit the following:

1. Documentation of all income declared by the family on their Tenant Information Form and/or as requested by Pensacola Housing;
2. Documentation of all assets and asset income. If net family assets total less than \$5,000, third-party documentation is only required triennially, and self-declaration will be accepted in other years;
3. Documentation for any deductions or allowances declared by the family;
4. Personal Declaration form completed by head of household, and signed and dated by all family members age 18 and older;
5. Authorization for the Release of Information Forms completed by head of household, and signed and dated by all family members age 18 and older; and
6. The Request for Tenancy Continuation, to be completed by the family and the unit owner.

16.1.5 Verification of Information

Pensacola Housing will follow the verification guidelines and procedures described in Chapter 10. Verification documents supplied by the family for reexaminations must be current within 90 days of the date of the family's recertification letter.

16.1.6 Annual Reviews Resulting in Tenant Rent Increases

If the tenant rent increases as a result of recertification, a notice is mailed to the family and to the owner at least 30 days prior to the effective date of the increase.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by Pensacola Housing, then the tenant rent increase will be effective on the first of the month following the 30-day notification period.

If notice of the increase in tenant rent is mailed out less than 30 days before the effective date, and the delay was caused by the participant family, then the tenant rent increase will still take effect on the effective date of the annual recertification, even if that means a retroactive increase in tenant rent. Delays caused by the family include: missed appointments, failure to return documents by specified deadlines, and misrepresentation of household income or other circumstances that require additional investigation by Pensacola Housing.

16.1.7 Annual Reviews Resulting in Tenant Rent Decreases

If the tenant rent decreases, the decrease will be effective on the anniversary date.

16.2 Reporting Interim Changes [24 CFR 982.516 (c, d)]

Participants in Pensacola Housing's voucher programs are required to report all changes in their household income, expenses, household composition, student status, immigration status, assets (when net family assets total \$5,000 or more), and name changes, in writing, within 10 business days of the change.

Most interim reviews will be conducted through the mail, electronically, and by phone, unless the family requests that the review take place in person.

An interim reexamination does not affect the date of the annual recertification.

16.2.1 Adding Household Members

All additions to the household must be reported to Pensacola Housing within 10 business days. Prospective adult additions to the household must meet all standards for participant acceptance, including an acceptable background check, previous program compliance history, criminal screening, and no outstanding debts to any PHA.

Before a new adult household member takes occupancy of the assisted unit, the household must:

1. First receive the landlord's approval for the household member to be added to the lease; and
2. After receiving the landlord's approval, receive Pensacola Housing's approval for the person(s) to be added to the household.

Minors may be added to the household if the subsidized residence will be their primary residence; that is, they will reside at the residence at least 51% of the time. Documents that are acceptable evidence of primary residency include, but are not limited to: signed income tax returns, school records, child support payment records, parenting agreements, statements from custodial parents or guardians regarding the residency of the minor, Medicaid or Social Security documentation, other relevant documentation from a state or federal agency, adoption decrees, and court orders.

When a new family member is added, income of the new family member must be added to the family income as well, and a new TTP, family share, and tenant rent calculated. Pensacola Housing will conduct an interim reexamination to review such additional income and make the appropriate adjustments to the HAP and tenant rent.

The income of additions to the household who are not considered family members under HUD's definition, including live-in aides, foster children, and foster adults, will be excluded.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified before the new household members move into the unit.

If a new household member approved by Pensacola Housing subsequently appears on the Multiple Subsidy Report in the EIV system, Pensacola Housing will open an investigation. If the results of the investigation show that the household member was added fraudulently, Pensacola Housing will take appropriate corrective action. This might include removing household members from the voucher, writing a debt, or program termination. The family will have the right to request an informal hearing concerning any adverse action taken by Pensacola Housing.

16.2.2 Removing Household Members

Participant families must inform Pensacola Housing of any permanent departures from the household within 10 business days of the change in household composition. Pensacola Housing will require a statement from the landlord confirming the departure from the assisted household. Whenever possible, additional third-party documentation, such as proof of new residence, will be required as well. Pensacola Housing will consider any of the following as verification:

1. Order of protection/restraining order is obtained by one family member against another;
2. Proof of another home address is provided, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available;

3. Family provides statements from other agencies such as the Department of Children and Families;
4. If an adult family member is incarcerated, a document from the court or correctional facility; or
5. As a last resort, if no other proof can be provided, Pensacola Housing will accept a self-certification from the head of household, or the spouse or co-head if the head is the absent member.

Once third-party verification documents have been received, Pensacola Housing will report an interim reexamination to HUD, to be effective on the first of the calendar month after the departure occurred. Any household income associated with the departed household member will also be removed.

Reductions in household size may result in a reduction in the subsidy for which the household is eligible. Such reductions will be applied at the next annual reexamination or mover's recertification after the departure from the household occurs.

16.2.3 Increases in Income

Participants are required to report all increases in income, or in assets (when net family assets total \$5,000 or more), in writing, within 10 business days of the change.

16.2.4 Decreases in Income/Increases in Deductions

Participants are not required to, but may at any time, report a decrease in income, or other change that might reduce the amount of tenant rent, such as an increase in qualified allowances or deductions. Upon receipt of appropriate third-party verification of such changes, Pensacola Housing will take timely action to process the interim reexamination and recalculate the family share.

Pensacola Housing will not conduct interim reexaminations based on an increase or decrease in the household's medical expenses between annual eligibility reviews.

16.2.5 Interim Reexamination Policy

Pensacola Housing will conduct a complete interim re-examination and submit an updated 50058 to HUD in the following cases:

1. Interim additions to the household;
2. Interim departures from the household;
3. Any increase in income when a family previously reported no income source;
4. An increase in income that is greater than \$2,400 per year or that results in a material effect on the family's TTP (a change of 10 percent or more);
5. Upon the family's request, a decrease in household income that produces a decrease in the tenant rent; and
6. Upon the family's request, an increase in qualified household deductions that produces a decrease in the tenant rent.

Changes reported by participants that do not fall into one of the categories listed above will be noted in the participant file, but will not be submitted to HUD as a new 50058 between regularly-scheduled annual recertifications.

16.3 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily report zero income, Pensacola Housing may schedule special reexaminations every 30 days, or on whatever schedule is determined necessary, until the income stabilizes and an annual income can be determined.

16.4 Timely Reporting of Changes in Income and Household Circumstances

Pensacola Housing requires that families report interim changes to Pensacola Housing in writing within 10 business days of when the change occurs. Any follow up information, document or signature from the family that is needed to verify the change must be provided by the deadline specified by Pensacola Housing.

If a change is not reported within the required 10 business days, or if the family fails to provide documentation or signatures by a set deadline, it will be considered untimely reporting.

16.4.1 Procedures When the Change is Reported by the Family in a Timely Manner

Pensacola Housing will notify the family and the owner of any change in the HAP and the tenant rent, which will take effect according to the following guidelines:

1. Increases in the tenant rent are effective on the first of the month following at least a 30-day notice; and
2. Decreases in the tenant rent are effective the first of the month following the month in which the change is reported. In general, rent reductions will not be processed until all the facts have been verified. However, a change may be implemented based on documentation provided by the family, pending third-party written verification.

16.4.2 Procedures When the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change within the timeframes described above, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

1. Increases in tenant rent will be effective retroactive to the date they would have been effective had changes been reported in a timely manner. The family will be liable for any overpaid HAP or UAP and may be required to sign a repayment agreement; and

2. Decreases in the tenant rent will be effective on the first of the month following the month that the change was reported, assuming the family complies with all Pensacola Housing-required document submission deadlines.

16.4.3 Procedures When the Change is Not Processed by Pensacola Housing in a Timely Manner

“Processed in a timely manner” means that the change goes into effect on the date it should, by policy, when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change was not processed by Pensacola Housing in a timely manner.

In the event that a change is not processed by Pensacola Housing in a timely manner, any change resulting in an increase in tenant rent will be effective on the first of the month after the required 30-day notification period.

If the change resulted in a decrease to the tenant rent, the overpayment made by the family will be calculated retroactively to the date when the change should have been effective, and the owner will be credited for the amount the HAP was underpaid. The owner will then be responsible for crediting or reimbursing the family for any rent they overpaid during this period.

16.5 Pensacola Housing Errors

If Pensacola Housing discovers that it made an error that had a substantial effect upon a participant family’s rent subsidy, it will take necessary steps to correct the error and make adjustments to the tenant’s subsidy calculation.

If correction of the error would have an adverse effect on the participant family (for example, a reduction in HAP to the owner) then Pensacola Housing will provide the family with a 30-day notice of the increase in tenant rent. The tenant rent increase will be effective on the first of the month after the 30-day notification period has passed. Neither the participant family nor the owner will be asked to repay funds for an error they did not cause.

If correction of the error would be favorable to the tenant (for example, a retroactive increase in HAP to the owner) then Pensacola Housing will calculate the adjustment amount from the point at which the error was made to the month during which the error was corrected. The adjustment amount will be credited to the owner’s account or be paid to the tenant in one of the following ways:

1. If the tenant is still in the unit and the period of incorrect HAP is within the current contract year, then an additional payment will be issued to the owner with a copy of the notification being sent to the tenant. The owner will be responsible for adjusting the rent accordingly or for issuing a refund to the tenant;

2. If the tenant is still in the unit and the period of incorrect HAP spans a previous calendar year, then a check will be issued to the tenant at the tenant's current address;
3. If the tenant is still in the program but not in the same unit then a check will be sent to the tenant at the tenant's current address; or
4. If the tenant is no longer a program participant, then notification will be sent to the tenant at the tenant's last known address advising them to contact Pensacola Housing to resolve an error in their previous program participation. Details of the reconciliation will be reserved until the tenant contacts Pensacola Housing and confirms their identity.

Pensacola Housing will not be considered out of compliance with HUD solely due to de minimus errors in calculating family income. De minimus errors occur when the determination of a family's income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (or \$360 in annual adjusted income). HUD may revise the amount of de minimus error through rulemaking.

16.6 Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

Pensacola Housing will not reduce the family share or tenant rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of:

1. Fraud in connection with the welfare program; or
2. Non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, Pensacola Housing will reduce the tenant rent if the welfare assistance reduction is a result of:

1. The expiration of a lifetime limit on receiving benefits;
2. A reduction in welfare assistance resulting from the family's failure to obtain employment, after having complied with welfare program requirements; or
3. A reduction in welfare assistance resulting from a family member's failure to comply with other welfare agency requirements.

16.6.1 Families Affected by Welfare Rules

Families are affected by the welfare rules discussed above if they are currently receiving benefits for welfare or public assistance from a state or public agency program that requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

16.6.2 Definition of “Imputed Welfare Income”

“Imputed welfare income” is an amount of annual income, not actually received by a family, that results from a specified welfare benefit reduction, and that is included in the family’s income for purposes of determining tenant rent.

The amount of imputed welfare income is determined by Pensacola Housing, based on written information supplied to Pensacola Housing by the welfare agency, including:

1. The amount of the benefit reduction;
2. The term of the benefit reduction;
3. The reason for the reduction; and
4. Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim re-examination, during the term of the welfare benefits reduction specified by the welfare agency.

The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction is imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

16.6.3 Verification Before Denying a Request to Reduce Rent

Before denying the family’s request for rent reduction, Pensacola Housing will obtain written verification from the welfare agency stating that the family’s benefits have been reduced due to fraud or non-compliance with welfare agency economic self-sufficiency or work activity requirements.

16.6.4 Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income, the housing specialist or a supervisor will review the calculation for accuracy. If Pensacola Housing denies the family’s request to modify the amount, Pensacola Housing will provide the tenant with a notice of denial, which will include:

1. An explanation for Pensacola Housing’s determination of the amount of imputed welfare income;
2. A statement that the tenant may request an informal hearing; and
3. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be Pensacola Housing’s determination of the amount of imputed welfare income, not the welfare agency’s determination to sanction the welfare benefits.

16.7 Notification of Results of Annual and Interim Recertifications

The HUD Form 50058 will be completed and transmitted as required by HUD. A contract and lease amendment noting the changes in HAP and tenant rent is sent to the owner and the tenant. If the family disagrees with the rent adjustment, they may request an informal hearing.

17.0 Other Changes in Household Conditions

This chapter reviews the rules and processes covering changes in household conditions besides changes in household income or household composition, which were covered in Section 16.3 and its subsections.

17.1 Absences from the Assisted Unit [24 CFR 982.312]

It is the responsibility of the head of household to report all changes in household conditions, including temporary absences from the unit, to Pensacola Housing.

Pensacola Housing defines a “temporary absence” as any or all members of the household, including the head of household, being away from the unit for longer than 14 consecutive calendar days but no more than 60 days. Temporary absences are permitted under Pensacola Housing’s voucher program, provided that:

1. The head of household informs Pensacola Housing of the absence;
2. The household’s utility accounts remain in service;
3. The household continues to pay their tenant rent portion in a timely fashion, and comply with all other lease requirements; and
4. The absent persons are still using the assisted unit as their residence, and have not taken occupancy elsewhere.

It is strongly recommended that the household inform their landlord of temporary absences as well. Income of persons temporarily absent will continue to be counted as household income for the purposes of calculating tenant rent and subsidy.

If a household member is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay that HUD may define) is counted as income.

Except for absences due to medical reasons, in most cases Pensacola Housing will not approve absences from the unit lasting more than 60 days, and will conduct an interim reexamination removing any household member who will be absent for that long. If the entire household is absent for longer than 60 days, Pensacola Housing will terminate the HAP contract and the family’s voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

In accordance with 24 CFR 982.312 (a), Pensacola Housing will not approve any absence from the unit lasting more than 180 consecutive calendar days, even in the case of absence due to medical reasons or other absences approved by Pensacola Housing. The owner must reimburse Pensacola Housing for any HAP paid for the period after the termination.

17.1.1 Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, Pensacola Housing will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates the family member will return in less than 180 consecutive days, the absence will be treated as a temporary absence.

In accordance with 24 CFR 982.312 (a), any absence from the unit lasting more than 180 consecutive calendar days, even absences due to medical reasons, will be considered permanent, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate the HAP contract. If the absence was approved, the family will be invited to contact Pensacola Housing to request a moving voucher.

17.1.2 Absence Due to Full-Time Student Status

Students who attend a school more than 50 miles away from the subsidized unit are not considered members of the household for the purpose of determining subsidy.

Full-time students who attend a school within 50 miles of the subsidized unit but live away from the unit more than half the year are also not included in household composition for the purpose of determining the household's subsidy level.

However, full-time students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered in violation of the guest policy. See also Sections 17.3 and 17.4 below.

17.1.3 Absence Due to Incarceration

Any member of the household will be considered permanently absent if he or she is incarcerated for 60 consecutive days, and Pensacola Housing will conduct an interim reexamination to remove the absent member from the household.

If the person who is determined to be permanently absent is the sole member of the household, Pensacola Housing will terminate voucher program participation. If participation is terminated, the family will have the right to request an informal hearing.

17.1.4 Absence Due to Court Order

If a member of the household is subject to a court order that restricts him or her from the home, the person will be considered permanently absent.

17.1.5 Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, Pensacola Housing will determine from the appropriate agency when the children are expected to be returned to the home. If the time period is greater than 12 months from the date of removal, the family voucher size will be lowered at the next annual reexamination.

17.1.6 Absence of the Entire Family

Participants are required to notify Pensacola Housing before they move out of a unit and to give Pensacola Housing information about any family absence from the unit.

In cases where the family has moved out of the unit without adequate notice to Pensacola Housing and the owner, Pensacola Housing will terminate assistance in accordance with the termination procedures contained in this Administrative Plan.

If the entire family is absent from the assisted unit for more than 60 consecutive days without notifying Pensacola Housing, or if Pensacola Housing otherwise determines that the unit has been vacated or abandoned, the unit will be considered to be vacated and assistance will be terminated.

In order to determine if the family is absent from the unit, Pensacola Housing may investigate the situation by taking action, including but not limited to the following:

1. Contacting the landlord and asking the landlord to determine occupancy status;
2. Telephoning the family at the unit;
3. Writing letters to the family at the unit; and
4. Verifying whether utilities are in service.

17.2 Caretaker for Children

In a household with children where all adults are absent from the household, if the family, or an appropriate agency, has identified another adult who is willing to move into the assisted unit to care for the children, Pensacola Housing will approve the adult addition to the household provided the new household member meets all of Pensacola Housing's eligibility requirements and is willing to assume the responsibilities of a voucher program Head of Household.

When Pensacola Housing approves a person to reside in the unit as caretaker for the child/children, the individual will be required to complete all program application requirements, and the individual's income will be counted. Pensacola Housing will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

17.3 Visitors/Unauthorized Residents in Unit

Any adult not included on HUD Form 50058 who has been in the unit more than 14 consecutive days without Pensacola Housing approval, or for a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member. In extenuating circumstances, a participant may request an extension of these time periods, which Pensacola Housing will consider on a case-by-case basis.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence. Examples include voter registrations, judgments, court or police records, state wage records, utility records, and postal records. Statements from neighbors and/or the landlord may also be considered in making the determination.

If an unauthorized individual is found to be residing in the assisted unit, Pensacola Housing will terminate the family's assistance, since prior approval was not requested for the addition to the household. The family may request an informal hearing.

17.4 Visiting Minors and College Students

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 150 days per year without being considered a member of the household or an unauthorized guest.

In a joint custody arrangement, if the minor is in the household fewer than 181 days per year, the minor will be considered to be an eligible visitor, not an unauthorized household member.

17.5 Break-up of the Household

If a household breaks up, Pensacola Housing will make a determination regarding which household member will retain the voucher, taking into consideration the following factors:

1. Who is the head of household and did the head of household remain in the unit;
2. The interest of minor children, or of ill, elderly, or disabled family members;
3. Whether assistance should remain with the household members who remained in the unit; and
4. Whether household members were forced to leave the unit as a result of actual or threatened physical violence by another member of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, Pensacola Housing will be bound by the court's determination of which household members continue to receive assistance on the program.

Because of the great number of possible different circumstances under which a determination might have to be made, Pensacola Housing will make determinations on a case-by-case basis. Pensacola Housing will issue a determination within 14 business days

of the request for a determination. The family member requesting the determination may request an informal hearing, in compliance with Chapter 22 of this Administrative Plan.

17.6 Bifurcation of the Voucher

Under certain circumstances, Pensacola Housing may choose to “bifurcate” a voucher and issue two vouchers for a participant family formerly housed together on one voucher:

1. In cases where a VAWA move is necessary, if the victim of domestic violence, dating violence, sexual assault, or stalking is not the Head of Household, Pensacola Housing may bifurcate the voucher and issue a new voucher to another adult in the household, who may be the victim or the person who will be continuing to house the victim, if Pensacola Housing determines that doing so is likely to increase the safety of the victim; or
2. If, 60 days after issuance of a moving voucher, a participant family has been unsuccessful at locating an eligible unit, and indicates household size and household composition are contributing to their inability to lease up, Pensacola Housing will consider a request to bifurcate the voucher and issue two smaller vouchers, if there is a second adult who is eligible to serve as a Head of Household.

Pensacola Housing will only consider bifurcation if funding availability is such that issuance of the second voucher will not place Pensacola Housing in a financial shortfall or jeopardize the continued assistance of other housing participants.

Before the new voucher is issued, the new Head of Household will be required to sign all forms required by HUD and by Pensacola Housing, and affirm they are willing to perform all duties of a Head of Household and ensure the new voucher family remains in program compliance.

The new voucher family will be expected to comply with all federal and local guidelines concerning administration of the Housing Choice Voucher program, and will be subject to the policies outlined in this HCV Administrative Plan and other Pensacola Housing policies.

18.0 Moves with Continued Assistance / Portability [24 CFR 982.354]

Participants of the HCV program who are in good standing may use their voucher to move to another unit within Pensacola Housing's jurisdiction, or port the voucher to another jurisdiction.

For families already participating in the HCV program, Pensacola Housing will allow the family to request a moving voucher if:

1. The initial lease term has been fulfilled;
2. The landlord and tenant have mutually agreed to terminate the lease;
3. Pensacola Housing has terminated the HAP contract because of a landlord violation;
4. The lease is in a rollover period and the tenant has provided a 30-day notice of lease termination to the landlord and to Pensacola Housing;
5. The lease is in a rollover period and the landlord has provided a 30-day notice of lease termination to the tenant and to Pensacola Housing;
6. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and the move is needed to protect the health or safety of the family or a family member; or
7. A family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

Under no circumstances will Pensacola Housing allow a participant to improperly break a lease. Families participating in the HCV program will not be allowed to move more than once in any 12-month period, except under extraordinary circumstances that will be considered by Pensacola Housing on a case-by-case basis.

18.1 Required Mover's Briefing

All families who are moving, including any families moving into or out of Pensacola Housing's jurisdiction, will be required to receive a mover's briefing prior to Pensacola Housing issuing a voucher on their behalf.

This briefing is intended to provide the following:

1. A refresher on program requirements and the family's responsibilities. Emphasis will be placed on giving proper notice and meeting all lease requirements, such as leaving the unit in good condition;
2. Information about finding suitable housing and the advantages of locating housing outside areas of poverty or racial concentration;
3. Payment standards, exception payment standard areas, if applicable, and the utility estimate schedule;

4. An explanation that the family share of the rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard;
5. Portability requirements and opportunities;
6. The need for Pensacola Housing to conduct a reexamination prior to issuing the moving voucher, if it's been more than 120 days since the last reexamination;
7. Copies of the forms required to initiate and complete the move, and an explanation of them; and
8. All forms and brochures provided to applicants at the eligibility briefing.

See Section 3.5 of this Administrative Plan for information on Pensacola Housing's policy concerning reasonable accommodations for disabled persons, including reasonable accommodations to make all briefings, including mover's briefings, accessible to all program participants.

18.2 Procedures Regarding Participant Moves

Participants are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial 12-month lease term, families may not end the lease early unless they and the owner mutually agree to do so because of extenuating circumstances. Families and owners must complete a "Notice of Intent to Move" form for this purpose. If the family moves from the unit before the initial term of the lease ends without the owner's and Pensacola Housing's approval, it will be considered a violation of family obligations, and subject the family to termination of their housing assistance.

After the initial 12-month period, the family is required to give Pensacola Housing a copy of the notice to terminate the lease at the same time the family provides the notice to the owner. A family's failure to provide a copy of the lease termination notice to Pensacola Housing will be considered a violation of family obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease should typically deliver the notice in the same manner used to deliver their tenant rent portion. If the family does not have a tenant rent portion, they should mail the notice to the owner, or deliver it to the property management office. Whenever possible, the family should ask the owner or property manager for a signature confirming receipt of the written notice to move. If the owner refuses to accept or acknowledge the notice, the family should notify their housing specialist, in which case Pensacola Housing notification will serve as confirmation of the tenant's notice as well.

Families must be in good standing with Pensacola Housing to be authorized to move. If a family has moved out of its assisted unit in violation of the lease, Pensacola Housing will not issue a voucher and will terminate assistance.

18.3 Portability [24 CFR 982.353, 24 CFR 982.355]

In accordance with federal regulations, at the time when a moving voucher is issued participants in the HCV program may move to any jurisdiction where a tenant-based HCV program is being administered, a process known as portability.

Applicants to the HCV program may also port their initial voucher to another jurisdiction if they were legal residents of the PHA's jurisdiction at the time when they applied to the waiting list.

For applicants who were not legal residents of its jurisdiction at the time of application, Pensacola Housing policy requires such applicants to use their initial voucher to lease up within its jurisdiction. However, Pensacola Housing will grant portability requests from nonresident applicants in the following circumstances:

1. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, as provided in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), and relocation is needed to protect the health or safety of the family or family member; or

Occasionally, a family that has requested to port out of Pensacola Housing's jurisdiction is unable to locate a unit in the jurisdiction where they intended to move. The family may request to return to Pensacola Housing's jurisdiction as long as the term of the voucher issued by Pensacola Housing has not yet expired.

18.4 Income Eligibility and Portability

Applicant families who are leasing up with a voucher for the first time must be income eligible within the jurisdiction where they use their voucher.

If a family requesting portability is an applicant family who is eligible to or has been granted permission to port their initial voucher, the family must be income eligible in the jurisdiction where the family wishes to move. If the applicant is porting out of Pensacola Housing's jurisdiction, Pensacola Housing will contact the PHA in the receiving jurisdiction to help the family confirm its income eligibility in that jurisdiction prior to sending portability paperwork.

If a family requesting portability is already a participant in Pensacola Housing's HCV program, income eligibility is not re-determined, though updated income verification and other documentation may be required.

18.5 Administration by Receiving PHA

When a family utilizes portability to move to an area outside Pensacola Housing's jurisdiction, the receiving PHA will either absorb the family into its own HCV program, or administer the voucher on behalf of Pensacola Housing.

If there's more than one PHA in the jurisdiction where the family wishes to move, the family will be asked to specify which PHA should be the receiving PHA.

18.6 Portability Procedures for Port-Out Clients

The following procedures will be used when Pensacola Housing is the initial PHA and a family has requested portability outside of Pensacola Housing's jurisdiction.

1. Pensacola Housing will brief the family on the process that must take place to exercise portability.
2. For new applicants who have requested portability and are determined to be eligible to port, Pensacola Housing will determine whether the family is income-eligible in the area where the family wants to lease a unit.
3. Pensacola Housing will advise the family how to contact and request assistance from the receiving PHA.
4. Within 10 business days of issuing the voucher for portability, Pensacola Housing will send the receiving PHA a portability packet including the voucher, a 52665 form, the most recent 50058 form, and any required verification information.
5. If the receiving PHA is billing Pensacola Housing for the family's assistance, Pensacola Housing will promptly initiate payments to the receiving PHA once the billing information is received, unless the receiving PHA missed the billing deadline. In that case, Pensacola Housing will notify the receiving PHA that it should absorb the client.

18.7 Portability Procedures for Port-In Clients

The following procedures will be used when Pensacola Housing is the receiving PHA and a family has requested to port into Pensacola Housing's jurisdiction.

1. If the initial PHA queries Pensacola Housing prior to sending the portability packet, Pensacola Housing will inform the initial PHA whether it intends to bill the initial PHA on behalf of the portable family, or absorb the family into its own program.
2. Upon receipt of a portability packet, Pensacola Housing will review the packet for completeness and contact the initial PHA if any required documentation is missing.
3. When the portability family makes contact, Pensacola Housing will schedule an intake appointment for the family within 10 business days of the contact from the family. Pensacola Housing will determine the family's subsidy standard (what size voucher they are eligible for) prior to the intake meeting. The bedroom size of the voucher will be determined in accordance with Pensacola Housing's subsidy standards, not those of the initial PHA.
4. At the intake meeting, a housing counselor will review Pensacola Housing's policies and issue a voucher to the family. The dates on the voucher will match those of the initial PHA's voucher, plus 30 days. The family must submit an RTA to Pensacola Housing during the term of the voucher.

5. Pensacola Housing will process the family's RTA, inspect the unit, and execute a HAP contract with the owner prior to the billing deadline specified on the initial PHA's 52665 form.
6. If the client fails to submit an RTA within the voucher term, or fails to execute a lease in an eligible unit by the billing deadline specified on the initial PHA's 52665 form, Pensacola Housing will inform the initial PHA and terminate the family's assistance.
7. If a port-in family requests an extension on the voucher and Pensacola Housing is billing, Pensacola Housing will refer the family to the initial PHA for further assistance. Pensacola Housing will continue to administer the port-in family's voucher as long as the voucher term and/or billing deadline set by the initial PHA have not expired.
8. If a port-in family requests an extension on the voucher and Pensacola Housing intends to absorb the family, Pensacola Housing will make a determination as to whether an extension is warranted based on the policies set forth in this Administrative Plan.
9. Pensacola Housing may opt to conduct a reexamination of the port-in family, but it will not delay issuing the family a voucher or otherwise delay the family's lease-up process, unless recertification is necessary to determine income eligibility.
10. If the initial PHA did not supply verification of citizenship/eligible immigrant status, Pensacola Housing will conduct that eligibility determination.
11. Once the port-in family has leased up, Pensacola Housing will perform all PHA program functions on behalf of the family, including reexaminations of family income and composition and HQS inspections. Should the family fail to adhere to program obligations at any time, Pensacola Housing may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552 and 24 CFR 982.553.
12. Should the initial PHA inform Pensacola Housing that it no longer has sufficient funds to accept billing on behalf of the client, Pensacola Housing will make every effort to absorb the client before terminating assistance.

18.8 Absorption by Pensacola Housing

If funding is available under the consolidated ACC for Pensacola Housing's HCV program when the portable family is received, Pensacola Housing may absorb the family into its HCV program.

18.9 Portability Billing

HUD guidelines specify that a receiving PHA may bill an initial PHA for HAP payments and administrative fees to cover the cost of assisting a portable family.

When Pensacola Housing is the initial PHA and the receiving PHA is not absorbing the client, Pensacola Housing will:

1. Promptly reimburse the receiving PHA for the full amount of the HAP payment made by the receiving PHA on behalf of the portable family.
2. Promptly reimburse the receiving PHA for 80% of Pensacola Housing's ongoing administrative fee, minus any additional proration authorized by HUD, for each month when the family is under contract by the 1st.

18.10 When a Port-In Family Leaves the Jurisdiction

If a port-in family that has not been absorbed and remains in good standing indicates to Pensacola Housing that it wishes to move out of Pensacola Housing's jurisdiction—either to return to the jurisdiction of the initiating PHA or to move to another jurisdiction—Pensacola Housing will notify the initial PHA, send updated income and eligibility paperwork to that PHA, and terminate the family's assistance with Pensacola Housing.

18.11 Denial of Requests to Move or Port Due to Insufficient Funding [24 CFR 982.314 (e,1)]

Pensacola Housing may deny a participant family's request to move or port to a higher cost unit or higher cost area if allowing the move would create the need to terminate the assistance of other program participants in order for Pensacola Housing to remain within its annual budgetary allocation.

For moves within Pensacola Housing's jurisdiction, a "higher cost unit" is a unit for which Pensacola Housing would have to pay a higher subsidy amount due to an increase in the gross rent. For portability moves, a higher cost area is an area with higher payment standards.

Pensacola Housing is required to provide written notification to the local HUD office when it is determined necessary to deny moves to higher cost units for this reason.

Pensacola Housing will include the following with the notification to HUD to deny or suspend moves to higher cost units:

1. A financial analysis that demonstrates that funds are projected to be insufficient to meet the current year's projection of expenses. The projection will not include vouchers that have been issued but are not yet under contract.
2. A statement certifying that Pensacola Housing has ceased issuing vouchers and will not admit families from the waiting list as long as the limitation on moves to higher cost units is in place.
3. A copy of the policy stating how Pensacola Housing will address families who have been denied moves.

Families whose requests to move to a higher cost unit are denied may request to be added to a waiting list and offered the opportunity to move when funding becomes available, depending on the status of their current lease and contract and other eligibility criteria. These families will be offered the opportunity for a voucher to move prior to the admission

of applicants from the waiting list, but after participants with previously suspended vouchers, or those whose assistance was terminated by lottery, are offered a voucher.

An informal hearing will not be afforded for families whose request to move is denied due to insufficient funding, as this is considered a discretionary administrative determination.

19.0 Termination of the HAP Contract

The Housing Assistance Payments (HAP) contract is the contract between the owner and Pensacola Housing that defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by Pensacola Housing and the owner, and the policies and procedures for such terminations.

Pensacola Housing will not make any subsidy payments to the owner on behalf of the family for any period of time after the month in which the HAP contract is terminated. Depending on the circumstances of the termination, the tenant or the owner may be required to reimburse Pensacola Housing for any subsidy payments made for any period after the contract termination date.

If the family continues to occupy the unit after the contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from Pensacola Housing for vacancy loss.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin after the effective date of the prior HAP contract termination.

19.1 HAP Contract Terminates with Lease

The term of the HAP contract is the same as the term of the lease. If either the owner or the tenant terminates the lease, either mutually or unilaterally, then the HAP contract automatically terminates as well.

19.2 Termination of the HAP Contract by Pensacola Housing

Pensacola Housing will terminate the HAP contract:

1. When the lease terminates;
2. When Pensacola Housing terminates program assistance for the family;
3. If the family is required to move from a unit when the unit does not meet HQS occupancy standards because of an increase in family size or a change in family composition;
4. If the family breaks up and Pensacola Housing determines that the family members who move from the unit will receive the assistance;
5. If 180 days have passed since Pensacola Housing's last HAP payment to the owner;
6. If funding is no longer available under the ACC; or
7. If the owner breaches the HAP contract.

19.2.1 Owner Violations of the HAP Contract

The following violations of the HAP contract may cause Pensacola Housing to terminate the contract:

1. The owner has violated an obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with HQS.
2. The owner has violated an obligation under any other HAP contract under Section 8 of the 1937 Act.
3. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. For projects with mortgages insured by HUD or loans made by HUD, the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement.
5. The owner has delinquent state or local taxes owing on the rental property(s).
6. The owner has engaged in drug-related criminal activity or violent criminal activity.

19.3 Automatic Termination of the HAP Contract

The HAP contract terminates automatically if:

1. Pensacola Housing terminates assistance to the family;
2. The family moves out of the unit;
3. The family is a single-person household and that person passes away; or
4. 180 calendar days have passed since the last HAP payment was made to the owner.

19.4 Final Housing Assistance Payments

Housing Assistance Payments (HAP) are paid to the owner under the terms of the HAP contract. If the owner has begun eviction proceedings and the family continues to reside in the unit, Pensacola Housing shall continue to make HAP payments to the owner until the owner has obtained a court judgment. If the action is finalized in court, the owner must provide Pensacola Housing with the documentation, including notice of the date of the court-ordered Writ of Possession.

HAP payments stop when the lease terminates. In some cases, the owner may keep the full HAP payment for the month in which the family moves out, or, in the case of a one-person household, if that person passes away.

20.0 Denial and Termination of Assistance [24 CFR 982.552]

Pensacola Housing will provide families with a written description of the family obligations under the program, the conditions under which Pensacola Housing terminates assistance, and Pensacola Housing's informal hearing procedures. Pensacola Housing may terminate assistance for a family because of the family's action or failure to act.

20.1 Denial of Assistance

Pensacola Housing policies on denying assistance to households based on criminal history or previous history with the HCV program are outlined in detail in Chapter 2 of this Administrative Plan. Any reason for denial of assistance may also be grounds for termination of assistance.

Denial of assistance for an applicant may include any or all of the following:

1. Denial of admission to the HCV program;
2. Withdrawing a voucher after issuance;
3. Refusing to enter into a HAP contract or approve a tenancy; and
4. Refusing to process or provide assistance under portability procedures.

20.2 Termination of Assistance

Pensacola Housing may terminate assistance to a family for any of the following reasons:

1. Failure to comply with a family obligation, including failing to provide information requested by Pensacola Housing;
2. HUD-mandated terminations for criminal history;
3. HUD-mandated terminations for failure to complete consent forms;
4. HUD-mandated terminations for ineligible immigrant status;
5. Other violations of federal law or regulation; and
6. If the family is out of the assisted unit for more than 60 consecutive days without contacting Pensacola Housing for approval of the absence.

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a tenancy;
2. Terminating HAP payments under an outstanding HAP contract; and
3. Refusing to process or provide assistance under portability procedures.

20.2.1 Failure to Comply with Family Obligations

Pensacola Housing will terminate assistance if it determines that a family has failed to meet family obligations outlined on the voucher and described in 24 CFR 982.551, as follows:

1. The family must supply any information that Pensacola Housing or HUD finds necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigrant status (as provided by 24 CFR Part 5 Subpart E). "Information" includes any requested certification, release or other documentation;
2. The family must supply any information requested by Pensacola Housing or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition, in accordance with HUD requirements;
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230;
4. All information supplied by the family must be true and complete;
5. The family is responsible for an HQS breach caused when the family fails to maintain active service for any essential utilities that are assigned to the tenant; fails to provide and maintain any appliances which are to be provided by the tenant; or when the family or their guest causes damages beyond normal wear and tear to the unit;
6. The family must allow Pensacola Housing to inspect the unit at reasonable times and after reasonable notice;
7. The family may not commit serious or repeated violations of the lease;
8. The family must provide proper written notice to the owner and, at the same time, notify Pensacola Housing, before the family moves out of the unit or terminates the lease;
9. The family must promptly give Pensacola Housing a copy of any owner eviction notice;
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
11. The composition of the assisted family residing in the unit must be approved by Pensacola Housing. The family must promptly inform Pensacola Housing of the birth, adoption, or court-awarded custody of a child. The family must request Pensacola Housing approval to add any other household members;
12. The family must promptly notify Pensacola Housing if any household member no longer resides in the unit;
13. If Pensacola Housing has given approval, a foster child, foster adult, or live-in aide may reside in the unit. If the family does not request approval or if Pensacola Housing does not approve the request, the family may not allow the foster child, foster adult, or live-in aide to reside with the assisted family;
14. Members of the household may, with Pensacola Housing's prior approval, engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family;
15. The family may not sublease or otherwise receive compensation for anyone's occupancy of the unit;
16. The family may not assign the lease or otherwise transfer the unit;
17. The family must supply any information or certification requested by Pensacola Housing to verify that the family is living in the unit, or relating to family absence from the unit, including any Pensacola Housing-requested information or

certification on the purposes of family absences. The family must cooperate with Pensacola Housing for this purpose. The family must promptly notify Pensacola Housing of any absence from the unit for any period in excess of 14 consecutive calendar days;

18. The family may not own or have any ownership interest in the unit (except for owners of manufactured housing renting the manufactured home space);
19. The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
20. The household members may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
21. The members of the household must not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
22. An assisted household, or members of the household, may not receive Section 8 tenant-based assistance while receiving another housing subsidy for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.

20.2.2 Other Causes for Termination

Pensacola Housing may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

1. If a family fails to establish citizenship or eligible immigrant status for any household member and is not eligible for, or does not elect continuation of assistance, pro-ratio of assistance, or temporary deferral of assistance.
2. If Pensacola Housing determines that a family has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in the assisted unit.
3. If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. If the family currently owes a debt to Pensacola Housing or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. If the family breaches an agreement with Pensacola Housing to repay amounts owed because of oversubsidy resulting from failure to report changes in income or household composition in a timely manner.
6. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
7. If the family has engaged in or threatened abusive or violent behavior toward Pensacola Housing personnel. Pensacola Housing has a zero tolerance policy regarding threatening, abusive, or violent behavior towards any Housing Department staff member and will deny or terminate assistance if any family member displays and/or engages in said behavior, in accordance with 24 CFR 982.552(c, ix).

8. If any household member is subject to a lifetime registration requirement under a state sex offender registration program.
9. If Pensacola Housing does not have adequate funding to continue the family's assistance.

20.3 Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the household, Pensacola Housing will consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual household members, and the effects of denial or termination of assistance on other household members who were not involved in the action or failure to act.

If requested by an applicant or participant who is a person with a disability, Pensacola Housing will consider verifiable, mitigating circumstances that explain or overcome prior misconduct related to a previous tenancy. If reasonable accommodation would allow an applicant who is a person with a disability to meet the eligibility criteria, these circumstances will be taken into consideration.

Pensacola Housing may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit. Pensacola Housing may permit other members of a participant family to continue receiving assistance with this stipulation.

If Pensacola Housing seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that Pensacola Housing provides notice to the family of the determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons, Pensacola Housing will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

20.4 Terminations Due to Insufficient Funding

Pensacola Housing may be forced to suspend or terminate HAP payments based on budgetary requirements or reduction of funds from HUD.

Unless there are emergency circumstances, written notice of not less than 30 days will be given to the family and owner whenever possible, stating the status of the funding and the date of suspension or termination.

After the institution of all possible cost cutting measures, Pensacola Housing may find it necessary to terminate HAP contracts due to budget reductions established by the federal government. The selection of families to be terminated will be determined by random selection (lottery), subject to HUD notice PIH 2011-3 and other HUD requirements applicable to this circumstance. In compliance with HUD notice PIH 2013-19, NED, HUD-VASH and/or FUP families that comprise the number of families Pensacola Housing is required to serve under these programs will be terminated last, should funding shortfall terminations be necessary. For holders of regular HCV vouchers, a participant family whose head of household is elderly and/or disabled will be exempted from the initial lottery for termination but will be included in any subsequent lottery.

Should it become necessary to terminate assistance because of insufficient funding, Pensacola Housing will take the following steps:

1. Pensacola Housing will determine the number of HAP contracts that must be terminated in order to meet budget constraints for the remainder of the budget appropriation period.
2. Participant families, owners, and HUD will be notified in advance of a lottery.
3. The lottery will be conducted and certified by an independent accounting firm.
4. Terminated families will be placed on a suspension waiting list by date of termination; after re-determination of eligibility and funding, they will be reinstated for participation when adequate funding becomes available.

An informal hearing will not be afforded for families whose assistance is terminated or suspended due to insufficient funding, as this action is considered a discretionary administrative determination.

20.4.1 Reissuing Vouchers after a Lottery

When Pensacola Housing is ready to resume issuing vouchers after it has conducted a lottery, it will issue vouchers first to families that qualify for special purpose programs, such as NED, HUD-VASH, and/or FUP, until it is once again administering its required number of special purpose vouchers.

21.0 Debts and Repayment Agreements

This chapter describes Pensacola Housing's policies for the recovery of funds that have been overpaid.

21.1 File Documentation

Before a debt is assessed against a participant or owner, Pensacola Housing's claim that a debt is owed must be properly documented. Documentation will include a clear written explanation of the method used to calculate the debt. The debt file, with all supporting documentation, will be made available to the participant or owner who owes the debt.

21.2 Methods of Debt Collection

Every effort shall be made to collect all debts owed to Pensacola Housing. Collection methods may include:

1. Demands for lump sum payments;
2. Execution of a repayment agreement;
3. Partial abatements when appropriate;
4. Reductions in HAP to owner;
5. Use of collection agencies; and
6. Securing judgments.

21.3 Repayment Agreements for Participants [24 CFR 982.552 (c, v-vii)]

A repayment agreement is a written agreement entered into between Pensacola Housing and a program participant who is indebted to Pensacola Housing. It shall contain a promise to repay the debt, details regarding the nature of the debt, the terms of repayment, any special provisions, and the remedies available to Pensacola Housing in the event of a default by the debtor.

21.3.1 Pensacola Housing May Decline to Enter Into a Repayment Agreement

Pensacola Housing, at its sole discretion, may enter into repayment agreements with participants or owners. Pensacola Housing will generally not enter into repayment agreements when:

1. The participant has already entered into a previous repayment agreement and still has an outstanding debt balance with Pensacola Housing;
2. Pensacola Housing determines that the participant has committed or has attempted to commit program fraud; or
3. Pensacola Housing determines that the amount owed is more than the participant can repay in a reasonable period of time while still remaining in compliance with HUD's affordability guidelines concerning repayment agreements.

21.4 Terms and Conditions of Repayment Agreements

Pensacola Housing shall prescribe the terms and conditions of any repayment agreement.

21.4.1 Term

The repayment agreement term will typically range from 6 to 48 months, but shall in any event be the minimum time period in which the participant can be reasonably expected to repay the debt owed.

21.4.2 Monthly Payments

The monthly payment will typically be the greater of \$25 or the total amount due divided by the number of months in the term of the payment agreement. Pensacola Housing will ensure that the combined actual family share and monthly repayment amount do not exceed 40% of the household's adjusted monthly income.

Pensacola Housing may approve a decrease or temporary (up to 6 months) deferral of the monthly repayment for participants who experience a hardship (such as loss of income or a medical situation), provided that the participant requests the hardship in a reasonable time, provides verification of the hardship, and has been in compliance with the terms of the repayment agreement until the hardship occurred. The change in monthly payment shall be documented as an attachment to the repayment agreement and shall be signed by the housing specialist and the participant. The term of the repayment agreement shall be lengthened accordingly.

21.4.3 Execution

Repayment agreements shall be executed by the head of household and, for Pensacola Housing, by the housing specialist.

21.4.4 Cashier Check or Money Order Only

Pensacola Housing will accept cashier's checks or money orders as payments toward participant debt.

21.4.5 Late Payments/Default/Termination of Assistance

Payments shall be delinquent if not received by Pensacola Housing during the calendar month due. Failure to make any payment before it is delinquent shall constitute a default under the repayment agreement.

Participants with delinquent payments will not be able to recertify for continued assistance unless they become current on their repayment agreement.

Failure to comply may result in termination of the participant's assistance. Pensacola Housing may pursue any available remedy, including filing a civil action, to collect the remaining balance owed at termination.

21.5 Requests to Move or Port from Participants with Debts

No move will be approved unless the family is current on their repayment agreement or the debt is paid in full, unless the request to move is a result of one of the following causes:

1. Family size exceeds the HQS maximum occupancy standards;
2. The HAP contract is terminated due to owner non-compliance or opt-out;
3. A man-made or natural disaster;
4. The move is pursuant to a reasonable accommodation request approved by Pensacola Housing;
5. The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and the move is needed to protect the health or safety of the family or family member; OR
6. Other exceptional circumstances, to be reviewed by Pensacola Housing.

Pensacola Housing may still require that a repayment agreement be current before issuing a voucher to move in these cases.

Pensacola Housing will not grant portability requests made by families with outstanding debt balances, unless the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and moving out of the jurisdiction is needed to protect the health or safety of the family or family member.

21.6 Owner Debts to Pensacola Housing [24 CFR 982.453(b)]

If an owner has received HAP to which the owner is not entitled, Pensacola Housing may recover such amounts from future HAP payments owed to the owner.

If future HAP payments are insufficient to recover the amounts owed in a reasonable time, Pensacola Housing may:

1. Demand that the owner pay the amount in full within 30 days;
2. Enter into a repayment agreement with the owner for the amount owed;
3. Refer the debt to a collection agency;
4. Prohibit the owner's future participation in the program; or
5. File a lawsuit to recover the debt.

21.6.1 Owner Fraud

If an owner has been overpaid as a result of fraud, misrepresentation, or violation of a HAP contract, Pensacola Housing may terminate the contract, seek restitution and/or refer the case for criminal prosecution.

21.7 Referrals in the Case of Fraud

When fraud is involved, Pensacola Housing may refer a participant's or owner's case to the HUD Inspector General, the U.S. Attorney, or the City Attorney, in addition to pursuing any available civil remedy against the participant or owner.

21.8 Maintaining Debt Records

Pensacola Housing will keep a record of all debts owed for reference in reviewing applications to the HCV program and other housing programs it administers.

21.8.1 Debts Owed to PHAs and Termination Module

HUD has established a national database to serve as a repository for debt and termination information on former participants of Section 8 housing assistance programs. It is mandatory that each local PHA and housing provider designate at least one staff person to enter information into this Debt Termination Data Base (DTDB).

Pensacola Housing will adhere to the following practices when entering debt/termination information into DTDB:

1. Debt/Termination information is not entered into DTDB until an End Of Participation (EOP) action has been entered in the Public and Indian Housing Information Center (PIC) for the former participant;
2. Debt/termination information is entered within 90 days from the EOP date;
3. Debt/termination information is maintained in DTDB for a period of up to 10 years;
4. Families who have never, or who no longer, warrant being in the database are removed following HUD guidelines;
5. Pensacola Housing can only modify a participant record up to 3 times, so debt records will not be modified as payments are being made; and
6. The debt record will be removed from the DTDB when it has been paid in full.

22.0 Complaints, Informal Reviews, and Informal Hearings

This chapter describes the policies, procedures, and standards to be applied when applicants, participants, or owners disagree with a Pensacola Housing decision, or when complaints about the HCV program or its participants are received by Pensacola Housing.

22.1 Complaints

Pensacola Housing will investigate and respond to complaints by applicants, participant families, owners, and the general public.

If the complaint is an allegation of fraud, a Pensacola Housing staff member will take the fraud report, requesting specific information such as the name of the tenant and the address of the unit where the alleged fraud occurred. The privacy of Pensacola Housing's clients will be protected at all times.

When the report is complete, a Pensacola Staff member will:

1. Review the report details to determine whether the tenant and/or the unit are, in fact, actively participating in Pensacola Housing's voucher programs.
2. For program participants, determine whether the reported behavior or activity in fact constitutes a program violation.
3. For alleged program violations, launch a fraud investigation.

For fraud investigations, Pensacola Housing will typically contact the tenant family and the landlord in writing, informing them of the allegations and of the steps needed to either confirm or return to program compliance. The family will have 10 business days to respond to the letter and provide requested documents. Failure to respond, or to provide sufficient third-party verification confirming program compliance, may result in termination of assistance. Participant families who are terminated as a result of a fraud investigation will have the right to request an informal hearing.

If the complaint or allegation of fraud comes from the landlord, and the alleged tenant behavior is a violation of the lease agreement, Pensacola Housing will instruct the landlord to enforce their lease and to provide the Housing office with copies of all notices pertaining to lease enforcement.

22.2 Informal Reviews for Applicants [24 CFR 982.554]

An informal review is a review of an applicant's file and circumstances by a Pensacola Housing staff member who has not had any previous material involvement with the application, to determine whether Pensacola Housing's policies and procedures were applied correctly in denying the application.

22.2.1 Notice of Denial

When Pensacola Housing determines that an applicant is ineligible, the applicant will be notified of the decision in writing. The notification will state:

1. The reason(s) for ineligibility;
2. A statement that the applicant may request an informal review if they disagree with the decision;
3. The procedure for requesting a review if the applicant does not agree with the decision; and
4. The deadline for requesting a review.

When an application is denied because of criminal activity described in a criminal record, Pensacola Housing will, on request, provide the applicant a copy of the record upon which the denial decision was based, in accordance with 24 CFR 5.903 (f).

22.2.2 When an Informal Review Isn't Required

Informal reviews aren't required in the following circumstances:

1. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
2. General policy issues, such as income eligibility;
3. The determination of the family voucher size under Pensacola Housing subsidy standards;
4. A refusal to extend a voucher;
5. A determination not to approve tenancy for a specific unit;
6. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
7. A determination that a unit is not in accordance with HQS due to family size or composition.

22.2.3 Informal Review Process

A request for an informal review must be submitted in writing to Pensacola Housing within 10 business days from the date of Pensacola Housing's notice of denial. An informal review will be scheduled within 10 business days from the date the review request is received.

The review will be conducted by a staff person who was not involved in the decision under review, and who is not subordinate to the person who made the decision.

The applicant will be given the opportunity to present oral or written objections to the decision. Both Pensacola Housing and the applicant may present evidence and witnesses. The applicant may, at the applicant's own expense, be represented by an attorney or other representative.

Upon request, the applicant may be present at the review to provide information, though the applicant's presence is not required. At the discretion of Pensacola Housing, the review may also be conducted as a conference call.

An applicant may request a reasonable accommodation to participate in the informal review process. Pensacola Housing will provide such reasonable accommodation, unless doing so would result in a fundamental alteration in the nature of the services Pensacola Housing offers.

The decision of the review officer shall be provided to the applicant in writing within 10 business days after the date of the review, and shall include an explanation of the reasons for the decision.

All review requests, supporting documentation, and a copy of the final decision will be retained in the applicant's file.

22.3 Informal Hearings for Participants [24 CFR 982.555]

Except for participants whose moving or port vouchers have expired, an opportunity for an informal hearing will always be provided when Pensacola Housing has made a determination to terminate assistance. In addition, Pensacola Housing will offer participant families an opportunity for an informal hearing to consider whether the following decisions relating to the participant family were made in accordance with the law, HUD regulations, and Pensacola Housing policies:

1. A determination of the family's annual or adjusted income, and the use of such income to compute the HAP.
2. A determination of the appropriate utility assistance payment, if any, to assist toward tenant-paid utilities from Pensacola Housing's utility estimate schedule.
3. A determination of the family voucher size and payment standard under Pensacola Housing's subsidy standards.
4. A determination to terminate assistance for a participant family because of the family's action or failure to act.
5. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Pensacola Housing policy and HUD rules.

Pensacola Housing will make reasonable accommodations to ensure that persons with disabilities have complete access to participate in the informal hearing process.

22.3.1 When an Informal Hearing Isn't Required

Pensacola Housing will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by Pensacola Housing.
2. General policy issues or class grievances.
3. Establishment of the Pensacola Housing utility estimate schedule for families on the program.
4. A determination not to approve an extension of a voucher term.
5. A determination not to approve a unit or lease.
6. A determination that an assisted unit is not in compliance with HQS. (However, Pensacola Housing will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of HQS caused by the family.)
7. A determination that the unit is not in accordance with HQS because of family size.
8. A determination to exercise or not exercise any right or remedy against an owner under a HAP contract.

22.4 Informal Hearing Procedures

Pensacola Housing will adhere to the following procedures in conducting informal hearings.

22.4.1 Discovery

Before the hearing, the family will be provided copies of, and adequate time to examine any documents Pensacola Housing intends to present at the hearing. If Pensacola Housing doesn't make a document available for examination prior to the hearing, it may not rely on the document at the hearing.

Prior to the informal hearing, Pensacola Housing must also be given the opportunity to examine any documents the family intends to present that are directly relevant to the hearing. Pensacola Housing will be allowed to copy any such documents at Pensacola Housing's expense. If the family doesn't make a document available for examination prior to the hearing, the family may not rely on the document at the hearing.

For the purpose of an informal hearing, the term document includes records and regulations.

22.4.2 Representation of the Family

At its own expense, the family may be represented by a lawyer, advocate, or other representative.

22.4.3 Hearing Officer

The informal hearing shall be conducted by a Hearing Officer appointed by Pensacola Housing who is neither the person who made or approved the decision under review, nor a subordinate of that person.

The person who conducts the hearing will regulate the conduct of the hearing in accordance with the informal hearing procedures described in this section of the Pensacola Housing Administrative Plan.

22.4.4 Evidence

Pensacola Housing and the family will have the opportunity to present evidence and to question any witnesses. The family may request that Pensacola Housing staff be present at the hearing to answer questions pertinent to the case. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings.

22.4.5 Conduct of the Hearing

Only the issues subject to appeal, and raised by the participant in their notice of appeal, shall be addressed at the hearing. A participant family may present any relevant legal argument arising from any valid source of law, and hearing officers shall consider such arguments to the extent that they are relevant and germane to the case.

Relevance shall be determined by the hearing officer based on the specific facts and circumstances of each particular case. No legal theories or authorities shall be precluded from consideration at informal hearings or otherwise excluded on a categorical or near-categorical basis.

Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence used in judicial proceedings, except that the hearing officer may exclude evidence that is irrelevant, immaterial, unduly repetitious, or fails to meet the following evidentiary principles:

1. That the information offered presents a danger of unfair prejudice, confusion of the issues, undue delay, or other delay, or other deleterious effects that substantially outweigh the probative value of the information;
2. That the information is offered in violation of some public policy, such as evidence unlawfully obtained in violation of a family's legal or constitutional rights; or
3. That the information lacks competence or is not based on personal knowledge.

No documents may be presented at the hearing that weren't provided to the other party, if requested, before the hearing. "Documents" include all written records.

The hearing officer may ask the family for additional information and/or may adjourn the hearing as needed.

The hearing officer will not impose arbitrary limits on the length of time that a hearing may last, or the amount of time a specific portion of the hearing may consume, or impose unreasonable limits on the number of witnesses that may be called or the number of exhibits that may be presented. The hearing officer may impose such limits, but only as warranted for good cause, in which case the hearing officer should state the reasons for imposing the limits on the record and in the written decision.

22.4.6 Failure to Appear

If the family fails to appear at the informal hearing, or fails to meet a deadline imposed by the hearing officer, Pensacola Housing's decision shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to Pensacola Housing, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

22.4.7 Issuance of Decision

The hearing officer will issue a written decision within 10 business days from the date of the hearing. The decision will include:

1. The names of all persons present at the hearing, and identification of their roles (whether as the hearing officer, a representative for Pensacola Housing, a member of the family, a witness, interpreter, or other);
2. The date and location of the hearing;
3. A summary of the factual allegations and the Pensacola Housing action or decision under review;
4. A summary of any evidence and arguments presented by the parties;
5. A statement of the facts upon which the decision is based;
6. A clear statement of the Hearing Officer's findings, conclusion, and decision;
7. A clear summary of the decision and explanation for the decision;
8. If the decision involves money owed, a clear statement of the amount owed, and documentation of how the amount owed was calculated;
9. The date the decision is effective; and
10. If the decision is to uphold termination of assistance, notice of the availability of judicial review. Such notice shall also indicate that time limitations for seeking judicial review may apply; that participants who seek judicial review must do so at their own expense; that neither the hearing officer nor Pensacola Housing can offer legal advice; and that participants who cannot afford an attorney may seek referral to a legal services provider such as Legal Services of North Florida, Inc.

22.4.8 Decisions Not Binding on Pensacola Housing

Pensacola Housing shall not be bound by any decision that:

1. Concerns matters for which no opportunity for a hearing is required to be provided;
2. Conflicts with or contradicts HUD regulations or requirements;
3. Conflicts with or contradicts federal, state, or local laws;
4. Exceeds the authority of the hearing officer; or
5. Involves issues not raised in the participant's appeal notice.

If Pensacola Housing determines that it is not bound by a hearing decision, it will notify the family within 10 business days of the hearing officer's determination, and provide a summary of the reasons for Pensacola Housing's determination, and the results of it.

22.4.9 Recordkeeping

Pensacola Housing will record all informal hearings by electronic means.

If a party seeks to record any informal hearing by means other than audio/video recording, such as by stenographic transcription, the hearing officer will permit such alternative recording at the requesting party's expense, unless good cause exists to disallow the method of recording, in which case the hearing officer should state the reasons for denial on the record and in the written decision.

Pensacola Housing will provide a copy of a hearing recording to the family or its representative on request, provided that the family or its representative shall pay reasonable reproduction costs prior to receiving the recordings.

All hearing requests, supporting documentation, and a copy of the final decision shall be retained in the participant's file.

Pensacola Housing will safely keep and maintain the electronic recordings of all informal hearings involving voucher terminations as a public record on file for no fewer than 5 years after the decision date. If a family's HCV program participation is terminated pursuant to the informal hearing decision, Pensacola Housing will keep the hearing recording for at least 5 years from the date of the last HAP payment made on the family's behalf. Pensacola Housing will also keep, for the same duration as the hearing recording, copies of all exhibits and all other tangible materials presented to the Hearing Officer, whether or not admitted into evidence.

22.5 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigrant Status [24 CFR 5.514 (e, f)]

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the participant or applicant will be notified within 10 business days of the right to appeal to the INS. Such an appeal must be filed with INS within 30 days of receipt of Pensacola Housing's decision. The applicant or participant may also request an informal hearing with Pensacola Housing. The request for a hearing must be made within 10 business days of receipt of Pensacola Housing's initial decision.

If the applicant or participant appeals to the INS, he or she must provide a copy of the appeal and proof of mailing to Pensacola Housing, or Pensacola Housing may proceed to deny the application or terminate assistance.

After receipt of a request for an informal hearing, Pensacola Housing shall schedule and conduct the hearing in accordance with the procedures described in Section 22.4 above.

22.5.1 Ineligibility Determinations

If the hearing officer determines that the applicant or participant is not eligible, and there are no other eligible family members, Pensacola Housing will terminate assistance.

If there are eligible members in the household, Pensacola Housing will offer to pro-rate assistance, or give the family the option to remove the ineligible members.

Participants whose assistance is pro-rated (either because some members are ineligible, or because of the failure to verify eligible immigrant status for some members after exercising their appeal and hearing rights described above) are entitled to an informal hearing regarding TTP and tenant rent determinations.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to an informal review or informal hearing in the same manner as terminations for any other fraud.

22.6 Hearing Officer Selection

Persons having no other affiliation with Pensacola Housing (that is, other than as hearing officers) shall serve as hearing officers for all informal hearings.

Pensacola Housing will make outreach to persons from the community with knowledge of contract law; Fair Housing law; landlord/tenant law; and/or regulations and processes governing federal and state benefit or assistance programs to serve as hearing officers for its voucher programs.

23.0 Program Integrity

Pensacola Housing maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or Pensacola Housing employees fail to adhere to program requirements, Pensacola Housing will take appropriate action. The action that is appropriate depends on the particular case and circumstances.

Pensacola Housing addresses program errors, omissions, abuse, and fraud through both prevention and detection. Preventive measures are the most effective way to deter widespread program irregularities. This chapter discusses the important differences between program errors and omissions versus abuse and fraud. It also identifies various methods Pensacola Housing uses to prevent and detect errors and abuses, and discusses corrective action methods.

23.1 Distinguishing Between Errors and Omissions versus Abuse and Fraud

This chapter uses the terms “error” and “omission” to identify situations in which a family or owner does not comply with program requirements, or staff members inadvertently apply program rules incorrectly. For families and owners, an error or omission may be intentional or unintentional. Some will affect family share and subsidy amounts, others will not. Pensacola Housing will carefully analyze the unique circumstances of the case to determine how best to handle the situation. Errors or omissions that affect the family’s subsidy amount, or tenant rent, or the regular flow of housing assistance payments, will be a higher priority.

“Abuse” and “fraud” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they’re not entitled, resulting in an inappropriate allocation of HCV program funds. Program abuse and fraud can also occur among PHA employees, when they willfully fail to administer program requirements uniformly.

Pensacola Housing recognizes the difference between unintentional and intentional misreporting. In many cases of unintentional reporting, Pensacola Housing will make any required corrections and then move on without taking any further action. In cases of intentional misreporting, Pensacola Housing staff will evaluate the specific circumstances and seriousness of the case to determine whether it is a case of fraud, whether the appropriate remedy is termination from the program, and when mitigating circumstances should be considered.

23.2 Fraud Prevention

Pensacola Housing will address the prevention, detection, investigation, and disposition of participant fraud and program abuse through the use of file auditing, electronic data matching, and other investigative techniques as required.

Housing specialists will ensure that all HCV program applicants and participants are aware of program requirements through the Eligibility Briefing, mover's briefings, and the annual/interim recertification processes.

All adult family members or prospective members will be required to sign releases of information allowing third party verification of income, assets, and household composition. Housing specialists will review these releases with the family to ensure understanding and complete disclosure.

All client files will be subject to random quality control reviews by a program supervisor.

23.2.1 Use of the Enterprise Income Verification (EIV) System

Since January 31, 2010, all PHAs have been required to use the EIV system. Authorized housing specialists will access the EIV System as required by HUD to verify identity and employment, unemployment, Social Security, SSI, and Social Security Disability information and history for each individual in the household, both annually and for interim reexaminations. All families are required to sign confidentiality releases allowing housing specialists to access EIV information and consult with other agencies regarding income and household composition.

If a discrepancy appears on the household's EIV report, the housing specialist will review it, and if necessary, open an investigation. No family will be terminated based solely on unverified EIV income information. The information must be verified through third party verification. Only the participant, the housing specialist, and authorized supervisors may view the participant's EIV documentation.

EIV information may be presented at an informal hearing, if necessary, and may be viewed by the hearing officer and representatives for the family as well as participating housing staff. However, copies of the EIV information will not be distributed to those in attendance at the informal hearing.

Pensacola Housing will retain a lockable container, file cabinet, or room in which to store EIV documents that are outdated and slated to be destroyed. Participant files containing EIV information will only be accessed by designated staff members and will not be accessible to the general public.

As required by HUD, Pensacola Housing will enter debt owed and termination information into the EIV system for participants who leave Pensacola Housing's HCV program, with an adverse termination or who, whether they depart voluntarily or involuntarily, have an outstanding debt balance at the time of program termination.

23.2.2 SAVE Verification

The SAVE system has been established by the Department of Immigration and Naturalization (INS), and is accessible to Housing Department personnel for first-line verification of citizenship and eligible immigrant status. Documentation of eligibility of noncitizens is required, pursuant to HUD regulations. Housing specialists will verify eligible immigrant status of those applicants and participants whose birth certificates indicate foreign birth.

23.2.3 Quality Control Reviews

Random files will be selected on a regular basis for quality control review of income calculation, as well as other items required by SEMAP. If it appears through a quality control audit that the income reported by the household, and submitted by Pensacola Housing on HUD form 50058, does not coincide with the household's EIV report, then a full investigation of the file may be undertaken, following the processes described in Section 23.4.2 of this Administrative Plan.

23.2.4 Tips from the Public

Occasionally, Pensacola Housing receives tips from callers regarding participant or owner fraud. Pensacola Housing will attempt to verify any facts presented by the caller and may launch a fraud investigation following the procedures outlines in section 22.1.

23.2.5 Referrals to Law Enforcement

Pensacola Housing may refer certain instances of deliberate failure to report income, assets, and household composition, or the deliberate withholding of such information to obtain benefits to which the family would not be otherwise entitled, to local law enforcement agencies.

23.3 Criteria for Investigation of Suspected Abuse and Fraud

Pensacola Housing expects participating families to comply with HUD requirements, voucher provisions, and program rules. Pensacola Housing staff will make every effort to orient and educate all participants to avoid any non-compliance. Pensacola Housing acknowledges, however, the possibility of both inadvertent and deliberate non-compliance, and acknowledges its responsibility to HUD, to the community, and to eligible families in need of housing assistance, to investigate incidents of non-compliance.

Pensacola Housing will initiate an investigation in any of the following circumstances:

1. Referrals, complaints, or tips. Pensacola Housing will investigate allegations received from any source including other agencies, companies or individuals, of participant non-compliance or violation of family obligations or program rules;
2. Internal file review. An investigation will be conducted if Pensacola Housing staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with

previous file data, Pensacola Housing's knowledge of the family, or statements made by the participant;

3. Verification of documentation. An investigation will be made whenever Pensacola Housing receives independent verification or documentation that conflicts with information or representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies); and
4. If inspection results identify possible discrepancies or suspicious circumstances. Pensacola Housing will investigate when an HQS inspector identifies circumstances that appear not to match the information on record for a family, such as more people living in the unit than authorized, or fewer people living in the unit than authorized.

23.4 Processing Allegations of Program Abuse and Fraud

Pensacola Housing staff encourages participants, owners, and community members to report suspected fraud and program abuse. All such referrals, as well as referrals from other agencies, will be thoroughly documented in the participant's file or electronic record. All allegations, complaints, and tips will be carefully evaluated to determine if they warrant further investigation.

Pensacola Housing staff will investigate allegations that contain one or more independently verifiable facts, but will not investigate allegations that are vague or non-specific.

23.4.1 File Review

An internal file review will be conducted to determine if the subject of the allegation is a Pensacola Housing applicant or participant and, if so, to determine whether the information reported has been previously disclosed.

If Pensacola Housing staff concludes, after reviewing the file, that there are facts contained in the allegation that conflict with file data, and the facts are independently verifiable, Pensacola Housing will initiate an investigation to determine if the allegation is true or false. The investigation shall be concluded within 30 days of the conclusion of the internal file review.

23.4.2 Further Investigation

If Pensacola Housing determines that an allegation or referral warrants investigation, either the housing specialist who is responsible for the file, or a person designated by the Housing Director, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, without being limited to, the items listed below. In all cases, written authorization from the program participant shall be requested as needed for the release of information.

1. Credit Bureau Inquiries. In cases involving possible unreported income sources, a credit bureau inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. **Verification of Credit.** In cases where financial activity conflicts with file data, Pensacola Housing will obtain a credit check or Employment Security report in order to determine the unreported income source.
3. **Employers and Ex-Employers.** Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
4. **Other Agencies.** Investigators, case workers, or representatives of other benefit agencies may be contacted.
5. **Public Records.** If relevant, public court records may be reviewed. Examples of public records which may be reviewed include: real estate records, marriage and divorce decrees, voter registrations, judgments, court or police records, state wage records, utility records, and postal records.
6. **Interviews with Head of Household or Other Household Members.** The investigator may discuss the allegation (or details thereof) with the head of household or other household members.
7. **IRS Inquiries.** Authorization forms will be signed to allow Pensacola Housing to verify all income reported to the IRS, including verification of non-filing.

23.4.3 Document Storage

Documents and other evidence obtained by Pensacola Housing during the course of an investigation will be kept in the participant's file following completion of the investigation.

23.4.4 Conclusion of the Review

At the conclusion of the investigation, the investigator will report the findings to the Housing Director, who will determine whether a violation occurred, did not occur, or if the facts are inconclusive.

23.4.5 Evaluation of the Findings

If it is determined that a program violation occurred, the Housing Director, in consultation with the rental assistance program manager, will determine:

1. The type of violation (procedural, non-compliance, fraud);
2. Whether the violation was intentional or unintentional;
3. What amount of money (if any) is owed by the family; and
4. If the family is eligible for continued assistance.

23.5 Procedures for Documented Violations

When a program violation has been documented, the investigator will propose an appropriate remedy based upon the type and severity of the violation, following these guidelines.

23.5.1 Procedural Non-Compliance

This category applies when a participant failed to observe a procedure or requirement of Pensacola Housing, but did not misrepresent a material fact, and there is no retroactive assistance payment owed by the family due to oversubsidy. Examples of non-compliance

violations include failure to appear at a pre-scheduled appointment, including inspections, and failure to return a verification or required document in a time period specified by Pensacola Housing.

In such cases, a notice will be sent to the family which contains the following:

1. A description of the non-compliance and the procedure, policy or obligation that was violated;
2. The date by which the violation must be corrected, or the procedure complied with;
3. The action that will be taken by Pensacola Housing if the procedure or obligation is not complied with by the date specified; and
4. The consequences of repeated (similar) violations.

23.5.2 Procedural Non-Compliance and an Overpayment

When the family owes money to Pensacola Housing for failure to report, or delayed reporting of, changes in income or assets, or a change in household composition, Pensacola Housing will issue a termination notice if there is a history of such violations, or if the participant refuses to enter into a repayment agreement and/or make payments on a signed repayment agreement. The termination notice will contain the following:

1. A description of the violation and the date(s);
2. An explanation of the amounts owed to Pensacola Housing;
3. The right to contest the overpayment and to request an informal hearing, with instructions on how to request such a hearing;
4. A statement that any hearing request must be made within 10 business days from the date of the notice;
5. The option to set up a repayment plan in lieu of an informal hearing if such a plan is offered by the investigator;
6. A statement that if the participant fails to request an informal hearing or make repayment arrangements, Pensacola Housing will terminate assistance; and
7. A statement that if the participant is offered a repayment agreement, the participant must meet with Pensacola Housing staff to discuss how the overpayment was calculated and the terms of the repayment agreement. Staff will emphasize in that meeting that any missed payment may result in termination of assistance. If the participant requests an informal hearing at the meeting, one will be scheduled using the procedures outlined in Chapter 22.

23.5.3 Intentional Misrepresentations

When a participant intentionally falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, Pensacola Housing may, depending upon its evaluation of the criteria stated below, take one or more of the following actions:

1. Criminal prosecution. Pensacola Housing may refer the case to the City of Pensacola Attorney, whose office may in turn refer the case to the U.S. Attorney, County

Prosecutor, Pensacola Police Department or other law enforcement agencies, other investigative agencies (such as the State Department of Social and Health Services), the Immigration and Naturalization Service, or the IRS, as applicable. Pensacola Housing may also notify HUD's Office of the Inspector General;

2. Civil litigation. Pensacola Housing may bring an action for recovery of funds and for costs and attorneys' fees; or
3. Administrative remedies. Pensacola Housing will terminate assistance and may execute an administrative repayment agreement in accordance with Pensacola Housing's repayment policy.

Any of the following circumstances will be considered adequate to demonstrate willful intent:

1. An admission by the participant of the misrepresentation;
2. That the act was done repeatedly;
3. If a false name or Social Security Number was used;
4. If there were admissions to others of the illegal action or omission;
5. That the participant omitted material facts which were known to him/her (for example, employment of self or other household member);
6. That the participant falsified, forged or altered documents; or
7. That the participant uttered and certified to statements at any stage of the application process or participation in the HCV program that were later proven to be false.

23.6 Case Conferences for Serious Violations and Misrepresentations

When Pensacola Housing has established that material misrepresentation(s) have occurred, a case conference may be scheduled, at Pensacola Housing's discretion, to discuss the allegations with the family representative. The conference may, at Pensacola Housing's discretion, take place prior to any proposed action. The purpose of the conference is to review the information and evidence available with the participant, and to provide the participant an opportunity to explain any findings that conflict with representations in the participant's file. Any documents or mitigating circumstances presented by the participant will be taken into consideration by Pensacola Housing. The participant will be given 10 business days to furnish any mitigating evidence.

A secondary purpose of the case conference is to assist Pensacola Housing in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, Pensacola Housing will consider:

1. The duration of the violation and number of false statements;
2. The family's ability to understand the rules;
3. The family's willingness to cooperate, and to accept responsibility for their actions;
4. The family's past history with the HCV program; and
5. Whether or not criminal intent has been established.

23.6.1 Post-Case Conference Notification

Pensacola Housing will notify the family by mail of the proposed action no later than 30 days after the case conference.

24.0 Appendices

24.1 Appendix 1: HCV Program Participants and Identity Theft

In the process of reviewing a program participant's income as part of an annual or interim reexamination, Pensacola Housing may discover that the participant may be a possible victim of identity theft. This information will generally come to light as part of the housing specialist's review of the EIV Income Report or the EIV Income Validation Tool (IVT).

If the housing specialist suspects that identity theft has occurred, Pensacola Housing will assist the participant in contacting the reporting agency that was the source of the income discrepancy. In addition, the program participant will be counseled to take the following steps.

1. Check their Social Security records to ensure they are correct. (Call the SSA at 1-800-772-1213.)
2. File an identity theft complaint with the Federal Trade Commission. (Call the FTC at 1-877-438-4338, or visit their website at www.ftc.gov/bcp/edu/microsites/idtheft.)
3. Monitor their credit reports through the 3 national credit reporting agencies: Equifax, Experian, and TransUnion.
4. Request a copy of their credit report and place a fraud alert on it with the 3 national reporting agencies by contacting the agencies directly, or by visiting the website www.annualcreditreport.com.

Contact information for the 3 national credit reporting agencies is:

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
www.equifax.com
800-685-1111

Experian
P.O. Box 2104
Allen, TX 75013
www.experian.com
888-397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
www.transunion.com
800-680-7289 or 800-888-4213

24.2 Appendix 2: Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
EHV	Emergency Housing Voucher
EVF	Employment Verification Form
FMR	Fair Market Rent
FSS	Family Self-Sufficiency Program
HA	Housing Agency
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HOTMA	Housing Opportunity through Modernization Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
IMS	Inventory Management System
INS	(U.S.) Immigration and Naturalization Service
LIA	Live-In Aide
MTCS	Multifamily Tenant Characteristics System
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NED	Non-Elderly Disabled
NOFA	Notice of Funding Availability
OIG	(U.S.) Office of the Inspector General
OMB	(U.S.) Office of Management and Budget
QHWRA	Quality Housing and Work Responsibility Act of 1998
PBV	Project Based Voucher
PHA	Public Housing Agency
PIC	Public and Indian Housing Information Center
PIH	Office of Public and Indian Housing
PUC	Per Unit Cost
RR	Rent Reasonableness
RTA	Request for Tenancy Approval
RTC	Request for Tenancy Continuation
SEMAP	Section 8 Management Assessment Program

TTP	Total Tenant Payment
VASH	Veterans Affairs Supportive Housing
VAWA	Violence Against Women Act
VMS	Voucher Management System

24.3 Appendix 3: Glossary of Terms

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.].

50058 Form: The HUD form that housing authorities are required to complete for each assisted household to record information used in the certification and re-certification process and for interim reexaminations.

Absorption: In portability, the point at which a receiving Public Housing Agency stops billing the initial Public Housing Agency for assistance on behalf of a portable family [24 CFR 982.4].

Adjusted Annual Income: The amount of household income, after deductions for program allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to the PHA for the administration of the program.

Administrative Plan: The plan that describes a specific PHA's policies for the administration of tenant-based programs, including voucher programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, this date is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older, or who is an emancipated minor, or who is the spouse of the head of household. An adult must have the legal capacity to enter a lease under state and local law.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly and disabled families, disability expenses, and child care expenses for children under 13 years of age.

Americans with Disabilities Act (ADA): Federal law prohibiting discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, telecommunications, and housing.

Annual Contributions Contract (ACC): The written contract between HUD and a Public Housing Agency, under which HUD agrees to provide funding for a program under the 1937 Act, and the Public Housing Agency agrees to comply with HUD requirements for the program.

Annual Income: As defined in 24 CFR 5.609, the anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with program regulations.

Annual Income After Allowances: The Annual Income (described above) less the HUD-approved allowances.

Applicant (Applicant Family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: See **Net Family Assets**

Asset Income: Income received from assets held by household members. If assets total over \$50,000, and Housing cannot determine the actual return on an asset, income from the assets is “imputed” based on the current passbook savings rate as determined by HUD.

Lease Agreement (Lease): A written contract between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by the family, and the respective obligations of each party.

Certification: The examination of a household’s income, assets, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent portion for the following 12 months.

Child: A member of the family other than the family head or spouse who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent that such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Co-Head: An individual in the household who is equally responsible for the lease with the Head of Household. A voucher family can have a co-head or a spouse, but not both; and a co-head is never a dependent.

Common Space: In shared housing, space that is available for use by the assisted family and other occupants of the unit.

Congregate Housing: Housing for elderly persons or persons with disabilities that meets the Housing Quality Standards for congregate housing.

Consent Form: Any consent form approved by HUD to be signed by voucher program applicants and participants for the purpose of obtaining income information from employers and SWICAs, the Social Security Administration, and the Internal Revenue

Service. The consent forms authorize the collection of information from assistance applicants or participants to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA (Metropolitan Statistical Area) that shares a common boundary with the MSA in which the initial PHA is located.

Continuously Assisted: An applicant is considered continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Day Laborer: A day laborer is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable Housing Quality Standards.

Dependent: A member of the family (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with disabilities, or is a full-time student.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family: A family whose head, spouse, co-head, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See Person with Disabilities.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the head of household or spouse, as determined in accordance with state and local law.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug Trafficking: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Earned Income: Earned Income is defined as income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare assistance, Social Security, and other governmental subsidies/benefits), or any cash or in-kind benefits.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, co-head, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years old.

Elevated Blood Lead Level (EBLL): EBLL means a confirmed concentration of lead in whole blood of a child under age 6 equal to or greater than 3.5 micrograms of lead per deciliter of blood or more. A confirmed concentration is one that is measured by a venous (from a vein) blood draw, and not a finger prick/quick capillary screening test.

Eligible Noncitizen: An eligible noncitizen is a resident of the United States who 1) is a U.S. permanent resident with Permanent Resident Card; or 2) is a conditional permanent resident; or 3) is the holder of an Arrival-Departure Record (I-94) from the Department of Homeland Security showing any one of the following designations: Refugee, Asylum

Granted, Parolee (and the I-94 confirms paroled for a minimum of one year and status has not expired), or Cuban-Haitian Entrant.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to verify citizenship or eligible immigrant status.

Exception Payment Standard: A payment standard that is more than 110% of FMR. Pensacola Housing may approve an exception payment standard of up to 120%, as a reasonable accommodation for a household including a person with a disability, to ensure the household has equal access to the program. Pensacola Housing may also request HUD approval of exception payment standards for certain neighborhoods or census tracts, if needed to maintain lease up, to provide participants with access to neighborhoods of low poverty concentration, or to achieve other program goals.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Family: A family whose annual income does not exceed the federal poverty level or 30% of the median income for the area, as determined by HUD and adjusted for household size.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). The Fair Housing Act protects the buyer or renter of a dwelling from seller or landlord discrimination.

Fair Market Rent (FMR): The amount it costs to obtain rental housing, of modest design and with suitable amenities, in a particular market area. Fair Market Rents are determined by HUD and published at least annually in the Federal Register. They are established for units of varying sizes, by number of bedrooms, and include the cost of essential utilities and other essential housing services, in addition to the rent.

Family: A single person or group of persons, as determined by the PHA consistent with 24 CFR 5.403, approved to reside in a unit with assistance under a HUD-assisted housing program.

Family Self-Sufficiency Program (FSS Program): The program established by a Public Housing Agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Share: The portion of rent and utilities paid by the family, or the gross rent minus the amount of the housing assistance payment.

Family Voucher Size: The appropriate number of bedrooms for a family as determined by the PHA under the PHA's subsidy standards.

Foster Adult: A member of the household who is 18 years or older and meets the definition of foster adult under state law. In general, a foster adult is unable to live

independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Foster Child: A member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. Foster adults are not considered family members and are not included in income calculations for eligibility and rent determination purposes, but are considered as household members in calculations for unit size and subsidy standards.

Full-Time Student: A person who is attending school or vocational training on a full-time basis, as defined by the educational institution.

Gross Rent: The sum of the rent to owner plus any utilities for which the family is responsible.

Group Home: A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aides).

Head of Household: The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

Health and Medical Care Expenses: As defined in 24 CFR 5.603, health and medical care expenses include costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for **elderly** or **disabled** families.

Household Members: All individuals who reside or will reside in the unit and who are listed on the lease and the 50058 form, including live-in aides, foster children, and foster adults.

Housing Assistance Payment (HAP): The monthly assistance payment made by a PHA. The total assistance payment consists of (1) a payment to the owner for rent to owner under the family's lease; and (2) an additional payment if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Assistance Payment or utility reimbursement.

Housing Choice Voucher: A document issued by a Public Housing Agency to a family selected for admission to the voucher program. The voucher describes the program and the family obligations, as well as procedures for PHA approval of a unit.

Housing Quality Standards (HQS): The HUD minimum quality standards for units under the voucher programs.

Imputed Income: For households with net family assets totaling over \$50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent Contractor: An independent contractor is an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. For example, while instructions and route information are generally provided, third-party delivery and 58 transportation service providers are considered independent contractors unless state law dictates otherwise. In addition, individuals considered "gig workers," such as babysitters, landscapers, rideshare drivers, and house cleaners, typically fall into the category of independent contractor.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Public Housing Agency (PHA): In portability, both: (1) a PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) a PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

Interim Reexamination: A reexamination of a household's income, expenses, and household composition conducted between annual recertifications when a change in the household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the Public Housing Agency has authority under Federal, State, and local law to administer housing choice voucher programs.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the PHA. The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Live-In Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low incomes.

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS.

Manufactured Home Space: A space leased by an owner to a family, with a manufactured home owned and occupied by the family located on it. See 24 CFR 982.622 to 982.624.

Medical Expenses: Medical expenses, including health insurance premiums, which are anticipated during the period for which annual income is computed, and that are not reimbursed by insurance.

Minor: A member of the family, other than the head of the family or spouse, who is under 18 years of age.

Mixed Family: A family whose members include those with citizenship or eligible immigrant status, and those without citizenship or eligible immigrant status.

Monthly Adjusted Income: Monthly income after allowable deductions.

Monthly Income: One twelfth of annual income.

Mutual Housing: Included in the definition of Cooperative.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net Family Assets: The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of investment, except as excluded under 24 CFR 5.603.

Non Citizen: A person who is not a citizen or national of the United States.

Notice of Funding Availability (NOFA): The Federal Register document that invites applications for funding for budget authority that HUD distributes by competitive process. This document explains how to apply for assistance and the criteria for awarding the funding.

Occupancy Standards: The standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and compositions.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing. In this Administrative Plan, the term "owner" may refer to the unit's property owner of record, or the real property owner's representative, manager, agent or realtor who has been authorized by the owner to contract with Pensacola Housing on the owner's behalf.

Participant (Participant Family): A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease).

Payment Standard: The maximum monthly assistance payment for a family assisted in the voucher program, before deducting the family's total tenant payment.

Person with Disabilities: A person who has a disability, as defined in 42 U.S.C 423, or a developmental disability, as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition includes persons who have AIDS or

conditions arising from AIDS, but, for low-income housing eligibility purposes, does not include a person whose disability is based solely on drug or alcohol dependence.

PHA Plan: The annual plan and the 5-year strategic plan as adopted by the PHA and approved by HUD.

Portability: Renting a dwelling unit with tenant-based voucher assistance outside the jurisdiction of the initial PHA.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: A program that encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Private Space: In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing Entity: Entity responsible for making eligibility determinations and for income reexaminations. In the housing choice voucher program, the processing entity is the Responsible Entity.

Project-Based Vouchers: An optional component of the HCV program that PHAs may choose to implement. Under this program, a PHA can attach up to 30 percent of its allocated voucher program budget authority to specific housing units if the owner agrees to either rehabilitate or construct the units, or the owner agrees to set-aside a portion of the units in an existing development for voucher holders.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private, unassisted market; and (b) for a comparable unassisted unit on the premises.

Receiving Public Housing Agency: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher, and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining Member of a Tenant Family: Person left in assisted housing after other family members have left and become unassisted.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Responsible Entity: For the housing choice voucher program, public housing, project-based certificate assistance, and the moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Seasonal Worker: A seasonal worker is defined as an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver.

Section 8: Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

Shared Housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: A person living alone or intending to live alone. A single person may include an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan as described in Section 475(5)(H) of the Social Security Act; and is homeless or is at risk of becoming homeless at age 16 or older.

Single Room Occupancy Housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission: Admission of an applicant who is not on the PHA's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Special Purpose Voucher: Special Purpose Vouchers are specifically provided for by Congress in line item appropriations that distinguish them from regular vouchers. Examples of Special Purpose Vouchers include Veteran Affairs Supportive Housing (VASH), Family Unification Program (FUP), Non-Elderly Disabled (NED), and Tenant Protection Vouchers (TPV).

Specified Welfare Benefits Reduction: Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program

"Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency (1) at the expiration of a lifetime or other time limit on the payment of welfare benefits; or (2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or (3) because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The state agency receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Tolling.

Temporary Assistance for Needy Families (TANF): A federal assistance program providing assistance such as Food Stamp benefits, or cash assistance, for low-income families.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant Rent: In the voucher programs, the portion of the contract rent that's paid by the assisted family.

Third-Party Verification: Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: Stopping the clock on the term of a family's voucher from the time when the family submits a Request for Tenancy Approval (RTA) until the time when the agency approves or denies the request. Also referred to as Suspension.

Total Tenant Payment (TTP): The minimum amount the HUD rent formula requires the tenant to pay toward the gross rent.

Unearned Income: Unearned income means any annual income, as calculated under 24 CFR § 5.609, that is not earned income

Utilities: Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included as a utility.

Utility Assistance Payment (UAP): The amount, if any, by which the Housing Assistance Payment exceeds the rent to owner. The additional payment is paid toward utility costs on the tenant family's behalf. Also known as a utility reimbursement.

Utility Estimate: If the cost of essential utilities and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Public Housing Agency or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Hook-Up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, medical professionals).

Very Low-Income family: A family whose annual income does not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Veterans Affairs Supportive Housing (VASH or HUD-VASH): A program that combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher: A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family that has an unexpired housing voucher.

Waiting List Admission: An admission from the PHA's waiting list. [24 CFR 982.4].

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by federal, state or local governments.

Welfare Rent: The amount specifically designated for rent and utilities in "as-paid" state, county, or local public assistance programs. This concept is not used for the housing choice voucher program administered by Pensacola Housing.

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-673

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT FOR RFQ NO. 25-027 - ADMINISTRATION SERVICES
CONSULTANT FOR CDBG-DR HOMETOWN REVITALIZATION GRANTS

RECOMMENDATION:

That City Council award a contract for RFQ 25-027 Administration Services Consultant for Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Grant to Gouras & Associates, LLC of Ridgeland, Mississippi with the set rate sheet attached in their proposal. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

The City of Pensacola has been awarded two Community Development Block Grant-Disaster Recovery (CDBG-DR) grants, each for \$5,000,000, for demolition, remediation, and site prep of part of the former Baptist Hospital Campus (HS016); and rehabilitation of the Pace/Cervantes corridor (HS017). The CDBG-DR program requires specific administrative and compliance diligence. This contract is for proposals on both grants to provide administrative services and consulting support.

The City issued RFQ 25-027 on March 12, 2025. The selection committee met on May 7, 2025 and heard oral presentations from the following firms:

- Gouras & Associates, LLC
- Elos Environment, LLC
- Nan McKay & Associates, Inc.
- Grantworks, Inc.

The committee voted unanimously to award to the top-ranked firm, Gouras & Associates, LLC.

PRIOR ACTION:

March 23, 2023: City Council adopted Resolution No. 2023-30 supporting the application for funding of both CDBG-DR grant HS016 (Former Baptist Hospital) and HS017 (Pace/Cervantes Corridor).

July 18, 2024: City Council approved acceptance of grant awards for HS106 (Former Baptist Hospital) and HS017 (Pace/Cervantes Corridor) in the amount of \$5,000,000.00 each.

July 18, 2024: City Council approved Supplemental Budget Resolution No. 2024-051 and Supplemental Budget Resolution No. 2024-52 appropriating funding from CDBG-DR grant awards HS016 (Former Baptist Hospital) and HS017 (Pace/Cervantes Corridor), respectively, in the amounts of \$5,000,000 each.

May 19, 2025: City Council awarded RFQ 25-022 for Environmental Engineering and Design to Geosyntec Consultants.

FUNDING:**For HS016:**

Budget: \$5,000,000.00 CDBG-DR Funds
\$5,000,000.00 Total

(ESTIMATES)

Actual: \$ 300,000.00 Project Implementation and Administration (This proposal)
\$1,500,000.00 Environmental and Remediation
\$1,000,000.00 Demolition
\$2,200,000.00 Infrastructure Improvement
\$5,000,000.00 Total

For HS017:

Budget: \$5,000,000.00 CDBG-DR Funds
\$5,000,000.00 Total

(ESTIMATES)

Actual: \$ 250,000.00 Project Administration (This proposal)
\$ 350,000.00 Predevelopment/ Environmental
\$3,000,000.00 Property Acquisition
\$1,400,000.00 Construction
\$5,000,000.00 Total

FINANCIAL IMPACT:

This award is fully funded
by the CDBG-DR grants.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Anna Kate Baygents, Economic Development Administrator
Hilary Halford, Assistant CRA Division Manager

ATTACHMENTS:

1. RFQ-25-027- Grant Admin Consultant for CDBG-DR Grant
2. RFQ 25-027- Addendum #1
3. Proposal - Gouras & Associates
4. RFQ 25-027 - Contract with Gouras & Associates

PRESENTATION: No

**CITY OF PENSACOLA
REQUEST FOR QUALIFICATIONS
RFQ NO.: 25-027**

**ADMINISTRATION SERVICES CONSULTANT FOR
FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT-
DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT**

The City of Pensacola is requesting sealed statements of interest and qualifications for two (2) Federally Funded Community Development Block Grants – Disaster Recovery (CDBG-DR) programs, more specifically familiar with the CDBG-DR Rebuild Florida Hometown Revitalization Program from professional firms experienced in providing administration services. The City of Pensacola was awarded **Five Million Dollars (\$5,000,000.00) per grant**, as follows:

- State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS016 [Baptist Agreement – see Attachment A]
- State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS017 [Pace/Cervantes Agreement – see Attachment B]

Procured services will be for the administration necessary for the success of the grants, including but not limited to Davis-Bacon administration and other federal regulation requirements, as specified in the executed grant agreements. Upon grant close-out or termination of each grant agreement, the Consultant shall be retained through a continuing services contract for a period of FIVE (5) years for the purpose of providing continued support as may be required.

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature**, and **six (6) additional copies**, plus **one (1) complete and identical electronic copy (SINGLE PDF FILE)** on CD or flash drive, must be received no later than **April 10, 2025, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, RFQ title, and RFQ number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Late submittals will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly read the **following business day** (*April 11, 2025, 10:00 A.M., local time*) via Microsoft Teams at the following link*: [Microsoft Teams bid reading link](#).

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

At the conclusion of the selection process, a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Respondents are advised to check the website frequently.

Any questions concerning the RFQ should be addressed and submitted in writing **no later than** March 31, 2025, at 10:00 A.M., local time, to:

Dedria Lunderman, Purchasing Manager
City Hall 6th Floor
222 West Main Street
Pensacola, Florida 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the Microsoft Teams website before the meeting: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

I. GENERAL INSTRUCTIONS

- A.** Firms responding to the RFQ must be available for interviews with the Selection Committee. These interviews will be held in person at City Hall, 222 West Main Street.
- B.** Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C.** Submittals must be typed or printed. All corrections made by the firm prior to the opening must be initialed and dated by the authorized representative. No changes or corrections will be allowed after submittals are opened.
- D.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

II. SCHEDULE OF EVENTS (dates subject to change)

Date	Activity
March 12, 2025	Publish RFQ
March 31, 2025, 10:00 a.m.	Questions due
April 10, 2025, 2:30 p.m.	Responses due
April 11, 2025, 10:00 a.m.	Responses opened
April 16, 2025, 1:00 p.m.	Distribution of Materials for Review
April 22, 2025, 12:00 p.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Ranking / Shortlisting Responses
May 8, 2025, 11:00 a.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (Optional) Recommendation of Contract Award

All times are local time.

III. BACKGROUND AND PURPOSE

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery

plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remained.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (FDC) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. FDC allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program. Activities eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Façade improvement to private or public structures in commercial areas.

The City of Pensacola is seeking to engage a qualified consultant to perform all necessary administrative duties for the two (2) above referenced CDBG-DR grant awards. It is the intent of this solicitation to select a single experienced consulting firm to oversee administration of both grant awards.

In addition, services provided after grant close-out (the "Continuing Services Period"), will be considered awarded on an "as needed" basis in accordance with a pre-determined fee schedule. During the Continuing Services Period, this contract will allow the City to solicit proposals directly from the consultant for individual projects, tasks, and to procure needed services. However, the City reserves the right to at any time solicit separate competitive proposals for any and all projects or tasks, regardless of fee or value. Selection as a consultant does not guarantee that the consultant will be called on a regular basis during the Continuing Service Period, nor does it guarantee a minimum level of compensation with respect to volume of work or fees.

IV. SCOPE OF SERVICES REQUIRED

Project Descriptions:

- 1. State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS016 [Baptist Agreement]**

Project Description: The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block

Grant – Disaster Recovery) funding to acquire, abate, and demolish a 20-acre portion of the abandoned, Baptist Hospital campus located in the center of a residential neighborhood in Pensacola, Florida. The City of Pensacola will use the funds awarded to prepare the acquired site for a community park.

Project Scope of Services: Tasks that will be executed by the selected consulting firm can be found in Exhibit A – Scope of Work Project HS 016.

2. State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS017 [Pace/Cervantes Agreement]

Project Description: The City of Pensacola has been awarded Five Million Dollars (\$5,000,000.00) in CDBG-DR funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard. The city will revitalize the corridors by targeting acquisition of blighted and/or dilapidated commercial properties positioned to further the Westside Community Redevelopment Plans, acquired sites for redevelopment or reuse, rehabilitating commercial buildings, constructing commercial structures, and/or demolishing dilapidated buildings within the target area. Acquisition activities will be conducted by City staff.

Project Scope of Services: Tasks that will be executed by the selected consulting firm Can be found in Exhibit B – Scope of Work Project HS 017.

NOTE: The consultant selected for the Administration Services RFQ will not be required to complete the Environmental Administration Activities. Environmental review services are being solicited separately.

V. SUBMITTAL FORMAT

Responses shall be in the format as described below. Submittals should be bound and limited to fifty (50) pages (preferably numbered). The page count excludes the cover, cover letter, table of contents, section dividers that contain no text other than labels and any City-provided form. Each section in the submittal shall follow the format/organization as noted below. The selection of the short-listed firms will be based on the information provided on the forms and in the additional sections.

An Authorized Representative of the firm shall sign all submittal documentation. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals that are substantially incomplete or lack key information.

Submittals should include the following items and information along with other material to demonstrate Consultant's expertise and capability:

- A. Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. The table of contents will follow the cover letter. Included in the introduction section should also be the completed Certification Regarding Debarment forms and Submittal Signature Sheet included in this packet.

Required Forms

- 1) Signature Sheet
- 2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification For Contracts, Grants, Loans, And Cooperative Agreements
- 3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
- 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 6) Drugfree Workplace Certificate
- 7) Minority/Small/Women Business Enterprise Participation Form
- 8) Veteran Business Enterprise Participation Form
- 9) Bidder's List Collection Form (DBE Utilization)
- 10) Statement of No Response (only if not responding)
- 11) Acknowledgement of addenda (signed signature pages of addenda)

- B. Experience and qualifications of proposed staff (40 points):** The project team is comprised of the staff assigned to the specific project. The firm shall provide a letter of commitment for key staff members to be assigned to the project.

Describe the general and specific project-related capability of the assigned staff and indicate their depth and abilities to perform the tasks detailed in the attached scopes of work.

Include general qualifications, the multi-disciplinary nature of the individual or team assembled for this project, and specific evidence of relevant experience administering CDBG-DR grants, preferably Rebuild Florida grants, but not required.

Give a brief résumé of key persons to be assigned to the project, including, but not limited to:

- Name and title
 - Job assignment for other projects
 - Proposed job assignment for this project
 - Percentage of time to be assigned full time to this project
 - Number of years with the firm?
 - Number of years with other firms?
 - Experience (Type of projects? What was their specific project involvement?)
 - Education
 - Active Registration (if applicable)
 - Other experience and qualifications relevant to this project
- C. **Comparable Projects (20 points):** Summary of comparable projects in progress or completed, with the following information for each project:
- Reference name, with current contact information
 - Status of project (in progress or completed)
 - Grant amount & scale of project
 - Experience with Section 3 reporting, Davis-Bacon & other CDBG-DR regulations (specify).
- D. **Capacity and resources (15 points):**
- Describe in detail the necessary time and resource allocation anticipated for conducting the required Administration Services for each grant.
- E. **Certification as or partnership with an Minority/Small/Women Business Enterprise (3 points):**
- Indicate whether the firm is itself or is partnered with any City- certified Minority/Small/Women-Owned Business Enterprise.
- F. **Certification as or partnership with a Veteran Business Enterprise (2 points):**
- Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.
- G. **Quality of submittal (10 points):**
- Submittal organization and information flow
 - Conciseness of information
- H. **Cost (10 points):**
- Provide a fee schedule/hourly pricing AND flat rate, including a separate listing for the 5-year period post-grant close-out or termination.

VI. **EVALUATION OF SUBMITTAL**

Consultants responding to this RFQ should demonstrate the following:

- Experience in administering CDBG-DR, preferably Rebuild Florida Hometown Revitalization Program grants.
- Experience in preparation and submission of public notices for publication.
- Strong skills in written and oral communication.
- Experience in conducting Fair Housing activities.
- Experience in interpreting Federal and State regulations.
- Proven success overseeing grant compliance.
- Firm grasp of preparing Section 3 reports and coordinating Davis-Bacon activities.
- Experience in performing Administrative Services tasks which focus on grant reporting and compliance activities.

The City of Pensacola will evaluate all submittals to determine which Consultants have the experience and qualifications that are most suited for this project. The City of Pensacola may request personal interviews with the highest-ranked Consultants.

Responses will be ranked as follows:

100 Possible Points

Experience and qualifications of proposed staff	40
Comparable Projects	20
Capacity and resources	15
Certification as or partnership with a Minority/Small/Women Business	3
Certification as or partnership with a Veteran Business Enterprise	2
Quality of submittal	10
Cost	10

VII. INTERVIEW PROCESS

Firms will be evaluated for selection based upon the written material submitted to the City in response to this RFQ. An evaluation committee will review the submittals and the City may schedule oral presentations/interviews.

Firms selected for oral presentations/interviews will be required to have the proposed project manager present at and participate in the meeting. The evaluation committee will make a recommendation to the City regarding the selection of the firms.

VIII. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Firm warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. Selection Process

The selection process will be conducted under the Florida Statute §287.055 (Consultants' Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

C. Disadvantaged Business Enterprise Participation

State funds may be used for portions of the project during the term of the contract.

D. Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the CITY of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the CITY for the CITY's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease,

\$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY shall be an Additional Insured for Commercial General Liability and umbrella liability and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis

and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY and shall file with the CITY Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONSULTANT's coverage. The CONSULTANT's policies of coverage will be considered primary as relates to all provisions of the Contract.

LOSS CONTROL AND SAFETY

The CONSULTANT shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

The Consultant shall indemnify and hold harmless the City of Pensacola, its

officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The CONSULTANT agrees to pay on behalf of the CITY, as well as provide a legal defense for the CITY, both of which will be done only if and when requested by the CITY, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

**REQUEST FOR QUALIFICATIONS
CONTRACTUALSERVICES
GENERAL CONDITIONS**

To ensure acceptance, all respondents submitting qualifications to the City of Pensacola shall be governed by the following conditions, attached specifications and form(s) unless otherwise specified. Qualifications not submitted on the form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
2. **Qualification (RFQ) Bond:** None.
3. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
4. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
5. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
6. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page. Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
7. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the

development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

8. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
9. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices will govern in award.
10. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
11. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a firm wishing to submit a qualification must sign in with the name of the responding firm.
12. **Prohibited Conduct by Respondents:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFQs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
13. **Protests:** Protests of the plans, specifications, and other requirements of requests

for qualifications must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

14. **Public Records:** Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
15. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
16. **Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
17. **Rejection of Qualifications:** The City of Pensacola reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the City of Pensacola.
18. **Sealed Qualifications:** The specifications and all executed qualification forms must be submitted in a sealed envelope. All qualifications must be signed by an authorized representative of the respondent. In the event more than one qualification submittal deadline is scheduled for the same date and time, do not include qualifications concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the respondent, the RFQ title and the RFQ number.** It shall be the sole responsibility of the respondent to assure receipt of qualification at the Purchasing Office prior to the published time for the qualification submittal deadline. No qualification will be accepted after closing time for receipt of qualifications, **nor will any offers by telephone, fax, internet or email be accepted.**

19. **Tax:** The City of Pensacola is exempt from all State and local sales tax.
20. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
21. **Unauthorized Aliens:** The City of Pensacola shall consider employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFQ NO.: 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

E-mail: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____		
Vendor FEIN: _____	Phone Number: _____	
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Email Address: _____		

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) *"Coercion" means:*

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) *"Labor" means work of economic or financial value.*

(2)(h) *"Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.*

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.	
By: _____	AUTHORIZED SIGNATURE
Print Name and Title: _____	
Date: _____	

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

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

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

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

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**MINORITY / SMALL / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified as an S/M/D/WBE.

Respondent's Name:	Respondent's Designation

If your firm is partnering with or subcontracting with a certified S/M/D/WBE, please provide the information requested below.

NAME & DESIGNATION OF M/S/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____
Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: () _____ Fax: () _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work? Yes* No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATEMENT OF NO RESPONSE
RFQ #25-027

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)

☐ Insufficient time to respond

☐ Specifications unclear

☐ Equivalent options not offered

☐ Unable to meet specifications

☐ Other (please explain below)

Explanation:

We request to:

☐ remain in this service category for future City of Pensacola solicitations.

☐ be removed from this service category and remain on the City's solicitation list.

☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Exhibit A
Scope of Work Project HS016

- A. Deliverable No. 1 – Administration tasks during grant implementation:
- a.) Develop policies and programming documents to adopt related to special conditions in the subgrant agreement.
 - b.) Prepare procurement documents.
 - c.) Prepare a list of minority and women in business enterprise (MBE/WBE) firms operating in the area.
 - d.) Prepare and submit public notices for publication.
 - e.) Maintain financial records related to project activities on-site.
 - f.) Conduct a Fair Housing activity.
 - g.) Review contractor payrolls and interview employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland (“Anti-Kickback” Act).
 - h.) Prepare documentation for and participation in monitoring visits in person or virtually by FDC.
 - i.) Prepare financial activity for submission to FDC.
 - j.) Prepare and submit detailed monthly and quarterly reports to FDC.
 - k.) Prepare and submit Section 3 reports to FDC.
 - l.) Respond to citizen’s complaints.
 - m.) Prepare subgrant modification documents for submission to FDC for review and approval.
 - n.) Prepare responses to monitoring findings and concerns received from the FDC of HUD and submit as required.
 - o.) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to FDC.
 - p.) Monitor program agreements post-construction, post-demolition and/or post-rehabilitation.
 - q.) Perform Davis- Bacon compliance monitoring.
- B. Deliverable No. 2 – Continuing Services tasks to be provided after grant close - out for a period of 5 years:
- a. Provide documentation as requested to ensure continued compliance with specified grant program.

Exhibit B
Scope of Work Project HS017

- A. Deliverable No. 1 – Administration tasks during grant implementation:
- a.) Develop policies and programming documents to adopt related to special conditions in the subgrant agreement.
 - b.) Prepare procurement documents.
 - c.) Prepare a list of minority and women in business enterprise (MBE/WBE) firms operating in the area.
 - d.) Prepare and submit public notices for publication.
 - e.) Maintain financial records related to project activities on-site.
 - f.) Conduct a Fair Housing activity.
 - g.) Review contractor payrolls and interview employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland (“Anti-Kickback” Act).
 - h.) Prepare documentation for and participation in monitoring visits in person or virtually by FDC.
 - i.) Prepare financial activity for submission to FDC.
 - j.) Prepare and submit detailed monthly and quarterly reports to FDC.
 - k.) Prepare and submit Section 3 reports to FDC.
 - l.) Respond to citizen’s complaints.
 - m.) Prepare subgrant modification documents for submission to FDC for review and approval.
 - n.) Prepare responses to monitoring findings and concerns received from the FDC of HUD and submit as required.
 - o.) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to FDC.
 - p.) Monitor program agreements post-construction, post-demolition and/or post-rehabilitation.
 - q.) Perform Davis- Bacon compliance monitoring.
- B. Deliverable No. 2 – Continuing Services tasks to be provided after grant close - out for a period of 5 years:
- a.) Provide documentation as requested to ensure continued compliance with specified grant program.

QUALIFICATION NO. 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT
EVALUATION SHEET

Name of Firm(s): _____

Reviewer: _____

	Possible Points	Points	Given
1. <u>Experience and qualifications of proposed staff</u>	40	_____	
b. Qualifications of assigned staff			
c. Experience of staff on projects of similar size and scope			
2. <u>Comparable projects</u>	20	_____	
a. Number of projects of similar size and scope successfully completed and/or underway			
b. Experience with Section 3 reporting, Davis-Bacon and/or other CDBG-DR regulations (specify)			
3. <u>Capacity and resources</u>	15	_____	
a. Staff current workload			
b. Resources available to staff			
c. Hours needed monthly to conduct tasks listed in scope of work			
4. Certified as or partnered with City-certified DBE/MBE/SBE/WBE	3	_____	
5. Certified as or partnered with VBE	2	_____	
6. <u>Quality of submittal</u>	10	_____	
a. Submittal organization and information flow			
b. Conciseness of information			
7. <u>Cost</u>	10	_____	
Fee schedule / hourly pricing & Flat Rate			
TOTAL POINTS	100	_____	

Notes:

**CONTRACT BETWEEN CITY OF PENSACOLA
AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR QUALIFICATIONS #_____**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20__, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited a Request for Qualifications #_____, on _____, 20__ (“RFQ”), as described in Project Manual/Specifications for _____, as modified by any addendum to the (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFQ”); and

WHEREAS, in response to the RFQ, the Contractor submitted to the City a statement of qualifications and experience (“SOQ”) dated _____, 20__, and/or any other documents submitted in response to the RFQ, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ based on the Contractor’s SOQ and any other requested information, and the Parties have agreed upon negotiated fees and services (“Negotiated Terms”) as attached hereto in Exhibit C and incorporated herein by this reference; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFQ and the SOQ, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached RFQ and SOQ.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached SOQ and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Contractor and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local

laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

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

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of

Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Required Language

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

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

CONTRACTOR

THE CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

(CORPORATE SEAL)

Legal in form and execution:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
 - ☐ Lump Sum/Flat Fee
 - ☐ Hourly Rate(s)
 - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
 - ☐ Lump Sum/Flat Fee: _____
 - ☐ Hourly Rate(s) are: _____
 - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
 - ☐ One-time, lump sum at the end of the work/project
 - ☐ After submission of monthly or periodic invoices
 - ☐ Other: _____

Attachment "C"
FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

ATTACHMENT “C”
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime

contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A
RFQ DOCUMENTS

SAMPLE

EXHIBIT B

QUALIFICATION

The Qualification dated _____, which Contractor submitted in response to the RFQ Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

EXHIBIT C
NEGOTIATED TERMS

SAMPLE

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **City of Pensacola, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43) approved September 30, 2021 (hereinafter the "Appropriations Act") The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends June 30, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development or their designee approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly, quarterly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines,

in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

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Commerce Agreement No.: HS016

Eddy Gedeon Jr.107 E. Madison Street, MSC 400Tallahassee, Florida 32399Ph: (850) 921-3283Eddy.Gedeon@commerce.fl.gov

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin BoyerGrants and Special Projects, Coordinator222 W. Main StreetPensacola, Florida 32502Ph: (850) 435-1822kboyer@cityofpensacola.com

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Five Million Dollars and Zero Cents (\$5,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with

CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

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- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA

DEPARTMENT OF COMMERCE

By		By	
	Signature		Signature
	Darcy Curran Reeves		J. Alex Kelly
Title	Mayor	Title	Secretary
Date	7-23-2024	Date	8/6/2024
Federal Tax ID #	59-6000406		
UEI #	UBMRAF87HQB5		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: 
8/6/2024
Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Facade improvements to private or public structures in commercial area

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding to acquire, abate, and demolish a 20-acre portion of the abandoned, Baptist Hospital campus located in the center of a residential neighborhood in Pensacola, Florida. The City of Pensacola will use the funds awarded to prepare the acquired site for a community park.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:
- 1) Organizational Chart with contact information;
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
 - 3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Subrecipient shall provide photographs of projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.

- 3) Prepared procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities on-site.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
- 10) Maintain project files.
- 11) Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
- 12) Prepare documentation for and participated in monitoring visits in person or virtual by Commerce.
- 13) Prepare financial activity for submission to Commerce.
- 14) Prepare and submit detailed monthly and quarterly reports to Commerce.
- 15) Prepare and submit Section 3 reports to Commerce.
- 16) Respond to citizens' complaints.
- 17) Prepare subgrant modification document for submission to Commerce for review and approval.
- 18) Prepare responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
- 19) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. Deliverable No. 2 – Acquisition

Acquisition activity will be completed in accordance with the Uniform Relocation Act and Commerce guidelines for the following properties:

- 1) Acquire parcels within the contiguous L-shape, 20-acre portion of the former Baptist Health Care E. Street Campus the property located at Baptist Health Care E Street Campus:
 - a. Prepare/distribute public notices.
 - b. Perform Phase I Environmental Site Assessment.
 - c. Provide legal services related to acquisition of the property (including closing, title search and deed).
 - d. File/record all associated documents with the Clerk of Court.
 - e. Obtain and review appraisal based upon independent cost estimate and market value.
 - f. Pay negotiated final property cost.

C. Deliverable No. 3 – Demolition and Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Hire a Florida licensed demolition contractor to perform demolition activities in accordance with design plans and working drawings of the Baptist Hospital property.
- 2) Hire a Florida licensed contractor to perform construction activities in accordance with design plans and working drawings.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Project Implementation tasks as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost- \$125,000.00		
Deliverable No. 2 – Acquisition		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of any one task at each individual site as identified in Deliverables 4.B and evidenced by submittal of the following documentation: 1) Clear title and closing documents. 2) Invoice package in accordance with Section 7 of this Agreement.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost- \$1,250,000.00		
Deliverable No. 3 – Demolition and Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost- \$3,625,000.00		

Total Project Costs Not to Exceed \$5,000,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
 - 4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
 - 5) A copy of all supporting documentation for vendor payments.
 - 6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

- C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Commerce Agreement No.: HS016

Attachment B – Project Budget (Example)

Subrecipient: _____

Contract Number: _____

Project Title: _____

Activity		Budget			
Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition					
TOTALS					

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient

Contract Number:

Project Title:

Date Prepared:

Project Budget:

Modification Number:

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	Estimated Funds Leveraged to be Expended per "Activity End Date"	Estimated Funds to be Requested per "Activity End Date"

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
 - b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development

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Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.
10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b)(4).
12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be

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made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination**1. 24 CFR part 6**

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
 - B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
 - C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
 - D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
3. **Flood Disaster Protection**
Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.
4. **Lead-Based Paint**
The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35
5. **Historic Preservation**
Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

- A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of

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- federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
 - G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
 - H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
 - J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.208 and/or 2 CFR § 200.339.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries/emails or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

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Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken;
- 5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;

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- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

- 1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
- 2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
- 3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
- 4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
- 5. 24 CFR § 570.490(b) – Unit of general local government's record;
- 6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;

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7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:



Date:

7-23-2024

Name: Darcy Curran Reeves

Title: Mayor

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.
- 3.

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Project Description and Deliverables, Project Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$5,000,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-ER (Community Development Block Grant – Economic Recovery) funding to acquire, abate, and demolish the 45-acre, abandoned, Baptist Hospital located in the center of a residential neighborhood in Pensacola, Florida.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?
☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 - Procurement of recovered materials.

(K) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between [insert Subrecipient name] (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA

By

Signature

Darcy Curran Reeves

Title

Mayor

Date

7-23-2024**DEPARTMENT OF COMMERCE**

By

Signature

J. Alex Kelly

Title

Secretary

Date

8/6/2024

State of Florida
Department of Commerce
Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and the **City of Pensacola, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43) approved September 30, 2021 (hereinafter the "Appropriations Act") The requirements of the Appropriations Act and implementing regulations at 24 CFR 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR 75, 29 CFR 95, 2 CFR 200, 20 CFR 601, 24 CFR 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends June 30, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development or their designee approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly, quarterly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR 200 and 24 CFR 570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR 200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused

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by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance

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or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

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- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

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- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Eddy Gedeon Jr.107 E. Madison Street, MSC 400Tallahassee, Florida 32399

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Ph: (850) 921-3283Eddy.Gedeon@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin BoyerGrants and Special Projects, Coordinator222 W. Main StreetPensacola, Florida 32502Ph: (850) 435-1822kboyer@cityofpensacola.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR 200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Five Million Dollars and Zero Cents (\$5,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

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- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

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- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

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- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor

transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or

Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR 200, 24 CFR 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA

DEPARTMENT OF COMMERCE

By


Signature
Darcy Curran Reeves

By


Signature
J. Alex Kelly

Title

Mayor

Title

Secretary

Date

7-23-2024

Date

7/29/2024

Federal

Tax ID #

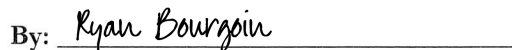
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Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: 

Approved Date: 7/28/2024

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Facade improvements to private or public structures in commercial area

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard. The City will revitalize the corridors by targeting acquisition of blighted and/or dilapidated commercial properties positioned to further the Westside Community Redevelopment Plans, preparing acquired sites for redevelopment or reuse, rehabilitating commercial buildings, constructing commercial structures, and/or demolishing dilapidated buildings within the target area.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:

- 1) Organizational Chart with contact information;
- 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
- 3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.

- 4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR 200.317-326.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Subrecipient shall provide photographs of projects to document progress with quarterly reports or when requested by the Commerce.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop policies and program documents for the Recipient to adopt related to special conditions listed in this subgrant agreement.

- 3) Prepare procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities on-site.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
- 10) Maintain project files.
- 11) Attend meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
- 12) Prepare documentation for and participate in monitoring visits in person or virtual by Commerce.
- 13) Prepare financial activity for submission to Commerce.
- 14) Prepare and submit detailed monthly and quarterly reports to Commerce.
- 15) Prepare and submit Section 3 reports to Commerce.
- 16) Respond to citizens' complaints.
- 17) Prepare subgrant modification document for submission to Commerce for review and approval.
- 18) Prepare responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
- 19) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to Commerce.
- 20) Prepare documentation and present to required boards and Council for required approvals.
- 21) Conduct planning and site/property analysis activities to select property best suited for acquisition, rehabilitation and/or demolition.
- 22) Review applications and prepare documentation necessary for program administration and management.
- 23) Prepare program documents related to special conditions required by CDBG funding.
- 24) Conduct surveys necessary to inform project, including lead-based paint and asbestos surveying.
- 25) Monitor program agreements post-construction/demolition/rehabilitation.

B. Deliverable No. 2 – Acquisition/Pre-Development

Pre-Development activities, including acquisition, will be completed prior to development, rehabilitation, demolition and/or the physical preparation of property for development within the approved project area. Acquisition activity will be completed in accordance with the Uniform Relocation Act and Commerce guidelines for properties located within the approved project area. Tasks that are eligible for reimbursement are as follows:

- 1) Acquire eligible properties located within the approved project area along Pace Blvd and/or Cervantes St. including all purchase and closing costs.
- 2) Prepare/print/publish/distribute public notices related to pre-development and acquisition activities.
- 3) Procure pre-development services to inform acquisition, demolition, rehabilitation and/or development of eligible properties such as appraisals, title services, studies, assessments and/or reports (ex. environmental, capital needs, property improvement), property inspections, feasibility and site analysis, testing (ex. asbestos/lead-based paint/soils) and/or surveys.
- 4) Perform environmental remediation or monitoring, as needed, to allow for redevelopment and/or rehabilitation of eligible properties.

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- 5) Produce plans, specifications, manuals and/or work write-ups for rehabilitation and demolition activities related to properties located within the approved project area.
- 6) File/record all documents associated with acquisition and/or predevelopment of eligible properties with the Clerk of Court.
- 7) Procure legal services related to acquisition and predevelopment activities for eligible property (ex. closing, title search, deed).

C. Deliverable No. 3 – Demolition and Construction

Tasks that are eligible for reimbursement are as follows:

Hire a Florida licensed contractor to perform construction, demolition, and/or site activities in accordance with plans, specifications, and/or working drawings. Items are site dependent and may include:

1. Contractor to obtain required insurance and bonding.
2. Contractor to mobilize to jobsite to begin construction activities.
3. Contractor to rehabilitate commercial buildings within the approved project area.
4. Contractor to demolish properties.
5. Contractor to install, expand, and/or retrofit infrastructure necessary to accommodate redevelopment and/or reuse.
6. Procure services for Davis Bacon compliance monitoring.
7. Prepare/print/publish/distribute public notices related to construction/demolition/site preparation activities.
8. File/record all documents associated with rehabilitation and/or demolition of eligible buildings with the Clerk of Court.
9. Procure professional services necessary to manage construction, demolition and/or site preparation activities in progress (ex. CEI).

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Project Implementation tasks as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll, timesheets and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost- \$614,781.00		

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Deliverable No. 2 – Acquisition/Pre-Development		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Acquisition/ Pre-Development tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates, if applicable; 2) Copies of all required permits, if applicable; 3) Copy of Environmental Review/Assessment; and 4) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost- \$3,233,619.00		

Deliverable No. 3 – Demolition and Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost- \$1,151,600.00		
Total Project Costs Not to Exceed \$5,000,000.00		

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COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one (1) invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
 - 4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
 - 5) A copy of all supporting documentation for vendor payments.
 - 6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

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- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Commerce Agreement No.: HS017

Attachment B – Project Budget (Example)

Subrecipient: _____

Contract Number: _____

Project Title: _____

Activity		Budget		
Activity	Description	CDBG-DR Amount	Other Funds	Source*
1. Project Implementation				
2. Engineering Services				
3. Construction				
4. Acquisition				
TOTALS				

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____

Project Title: _____

Project Budget: _____

Contract Number: _____

Date Prepared: _____

Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	Estimated Leveraged Funds to be Expended per “Activity End Date”	Estimated Funds to be Requested per “Activity End Date”

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
 - b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR 42, 49 CFR 24 and 24 CFR 570.606(b), the requirements of 24 CFR 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR 570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.
10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR 570.487(b)(4).
12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future

disposition of that real property shall be in accordance with 24 CFR 570.505. Any future change of use of real property shall be in accordance with 24 CFR 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Title 24 CFR 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR 200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR 200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR 24, 24 CFR 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination**1. 24 CFR 6**

Subrecipient will comply with 24 CFR 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR 40 for residential structures, and appendix A to 41 CFR 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR 75 (formerly 24 CFR 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
 - F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
 - B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR 75.23, pursuant to 24 CFR 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
 - C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401,

Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.

- D. **Energy Efficiency:** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35

5. **Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

- A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- E. **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F. **Purchase of American-Made Equipment and Products:** Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G. **The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117),** which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- H. **Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333)** — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. **Resource Conservation and Recovery Act (RCRA).** Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. **Immigration Reform and Control Act.** Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR 200.208 and/or 2 CFR 200.339.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries/emails or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken;
- 5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;

- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR 35, and Title III, 28 CFR 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
- F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

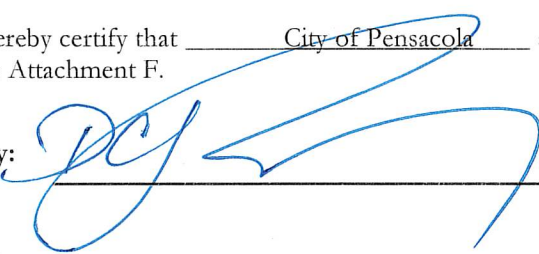
Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR 570.490(b) – Unit of general local government's record;
6. 24 CFR 570.606(b) – Relocation assistance for displaced persons at URA levels;

7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: 

Date: 7-23-2024

Name: Darcy Curran Reeves

Title: Mayor

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the **Project Description and Deliverables, Project Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR 200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):

Audit@Commerce.fl.gov

or

Paper (hard copy):

Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$5,000,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR 570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?

☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 4242-4240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR 200.323 - Procurement of recovered materials.

(K) See 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between City of Pensacola, Florida hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"): Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA

By



Signature
Darcy Curran Reeves

Title

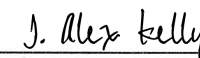
Mayor

Date

7-23-2024

DEPARTMENT OF COMMERCE

By



Signature
J. Alex Kelly

Title

Secretary

Date

7/29/2024

Addendum Date: April 3, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**ADMINISTRATION SERVICES CONSULTANT FOR FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT**

BID No. 25-027

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company:_____ Date:_____

Authorized
Representative:_____ Title:_____
Printed Name

Signature:_____

Questions and Answers

1. Is there an incumbent currently facilitating Pensacola's CDBG-DR Rebuild Florida Hometown Revitalization Program grant and if so, who is it?
- A. Hilary Halford is facilitating the Cervantes/Pace grant (HS017), and Anna-Kate Baygents is handling the Baptist grant (HS016).



P.O. BOX 1465
RIDGELAND, MS 39158

601.605.8128
chrisgouras@gourasandassociates.com



Gouras & Associates, LLC

City of Pensacola, Florida

Proposals for
Administration Services Consultant for Federally Funded Community
Development Block Grant – Disaster Recovery (CDBG-DR), Rebuild
Florida Hometown Revitalization Program Grant

Submitted To:

City Hall
222 West Main Street
Pensacola, Florida 32502
Attention: Purchasing

Firm Contact Person: Chris G. Gouras, Jr., Member

P.O. BOX 1465
RIDGELAND, MS 39158

601.605.8128 • chrisgouras@gourasandassociates.com



INTRODUCTION



P.O. BOX 1465
RIDGELAND, MS 39158

(O) 601.605.8128

(F) 601.605.8129

April 10, 2025

Dedria Lunderman, Purchasing Manager
City Hall – 6th Floor
222 West Main Street
Pensacola, FL 32502

Re: Gouras & Associates, LLC | RFQ NO.: 25-027
Proposal for Administration Services Consultant for Federally Funded Community Development Block Grant-Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Program Grant

Dear Ms. Lunderman:

Enclosed please find the Gouras & Associates' Proposal for Administration Services for CDBG-DR, Rebuild Florida Hometown Revitalization Program Grants (RFQ No. 25-027).

Formed in 2005, Gouras & Associates, LLC, is a qualified grant consulting firm, with extensive experience in managing and overseeing grant compliance for projects and programs utilizing a wide array of federal and state funding streams, such as CDBG-DR, HMGP, Resilient Florida, and RESTORE Act funding. Our team has more than 70 years of combined experience in programmatic disaster recovery project implementation and grant compliance oversight. As owner and principal consultant for Gouras & Associates, LLC, I am the project administrator for the firm's projects, and my team has the in-house capability to provide project management to meet any and all established goals and objectives. Specifically, Gouras & Associates has provided grant administration in excess of \$891 million in grants of which \$800 million are CDBG-DR funds.

Gouras & Associates has the ability and desire to contract with the City of Pensacola, Florida. Gouras & Associates, LLC is committed to helping the City of Pensacola complete projects on time and in compliance with applicable state and federal regulations.

I will be the authorized representative for Gouras & Associates, LLC. Gouras & Associates, LLC's main office is located at 605 Crescent Blvd, Ridgeland, MS 39157, and the main office contact phone number is 601-605-8128.

I thank you in advance for your consideration of Gouras & Associates, LLC. Please let us know if you need additional information to complete your review.

Sincerely,



Chris G. Gouras, Jr.

Enclosures



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RFQ NO.: 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature  Date: 4-9-25

Printed Name: Chris G. Gouras, Jr. Title: Principal

Company: Gouras & Associates, LLC Address: P.O Box 1465

Telephone: 601-605-8128 City: Ridgeland

Fax: 601-605-8129 State: MS Zip: 39157

E-mail: chrisgouras@gourasandassociates.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Gouras & Associates, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Date

Chris G. Gouras, Jr. Principal

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: <u>Gouras & Associates, LLC</u>		
Vendor FEIN: <u>20-3427071</u>	Phone Number: <u>601-605-8128</u>	
Vendor's Authorized Representative Name and Title: <u>Chris G. Gouras, Jr. Principal</u>		
Address: <u>P.O Box 1465</u>		
City: <u>Ridgeland</u>	State: <u>MS</u>	ZIP: <u>39157</u>
Email Address: <u>chrisgouras@gourasandassociates.com</u>		

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

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

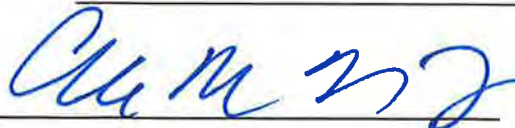
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar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

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

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Gouras & Associates, LLC

Date: 4.9.25

Authorized
Signature: 

Printed Name: Chris G. Gouras, Jr.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Gouras & Associates, LLC

Company Name



Authorized Signature

Chris G. Gouras, Jr.

Printed Name

4.9.25

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature



Chris G. Gouras, Jr.

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**MINORITY / SMALL / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified as an S/M/D/WBE.

Respondent's Name:	Respondent's Designation
Not Applicable	

If your firm is partnering with or subcontracting with a certified S/M/D/WBE, please provide the information requested below.

NAME & DESIGNATION OF M/S/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. Cypress Environmental of Bay County, LLC	Subcontractor	TBD
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
Not Applicable		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Gouras & Associates, LLC

Business Address: 605 Crescent Boulevard, Suite 102B, Ridgeland, MS 39157
Street City State Zip

County Business is located in: Madison

Name of Contact Person: Chris G. Gouras, Jr.

Phone: (601) 605-8128 Fax: (601) 605-8129

Email Address: chrisgouras@gourasandassociates.com

Is this business certified as a Disadvantaged Business Enterprise? Yes ☐ No ☒

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: 19 Years 7 Months

Part B: Project and Work Description Administration Services Consultant for Federally Funded
Community Development Block Grant - Disaster Recovery (CDBG-DR),
RFP # 25-027 Project Name: Rebuild Florida Hometown Revitalization Program Grant

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Gouras & Associate will provide administrative services to the City of Pensacola. These services will include invoicing, reporting, grant closeout, and procurement. Additionally, Gouras & Associates will collaborate with City officials and,

as necessary, private business owners to facilitate the successful implementation and achievement of the project's goals.

Will you subcontract any of your work? ☒ Yes* ☐ No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature:  Date: 4.9.25

Printed Name: Chris G. Gouras, Jr. Title: Principal

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Cypress Environmental of Bay County, LLC

Business Address: 2352 Lisenby Avenue, Panama City, FL 32405

Street

City

State

Zip

County Business is located in: Bay

Name of Contact Person: Bethany Womack

Phone: (850) 481-6824

Fax: ()

Email Address: bethany@cypressenvironmental.com

Is this business certified as a Disadvantaged Business Enterprise? Yes ☐ **No** (Florida MBE)

Business Annual Gross Receipts: Less than \$500,000 ☒ **\$500,000 to \$1,000,000**
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: 14 Years 2 Months

Part B: Project and Work Description

RFP # 25-027 Project Name: CDBG-DR REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Environmental Assessment required for grant funds

Will you subcontract any of your work? Yes* ☒ **No**

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: Bethany Womack Date: 4-10-2025

Printed Name: Bethany Womack Title: AMBR

STATEMENT OF NO RESPONSE
RFQ #25-027

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

- ☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)
- ☐ Specifications unclear
- ☐ Unable to meet specifications

NATURE OF AWARD

- ☐ Insufficient time to respond
- ☐ Equivalent options not offered
- ☐ Other (please explain below)

Explanation:

Not Applicable

We request to:

- ☐ remain in this service category for future City of Pensacola solicitations.
- ☐ be removed from this service category and remain on the City's solicitation list.
- ☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: April 3, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**ADMINISTRATION SERVICES CONSULTANT FOR FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT**

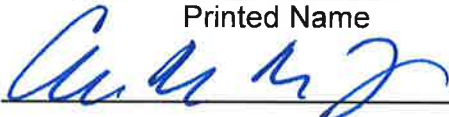
BID No. 25-027

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: Gouras & Associates, LLC Date: 4/4/2025

Authorized
Representative: Chris G. Gouras, Jr. Title: Principal

Signature: 
Printed Name

Questions and Answers

1. Is there an incumbent currently facilitating Pensacola's CDBG-DR Rebuild Florida Hometown Revitalization Program grant and if so, who is it?
 - A. Hilary Halford is facilitating the Cervantes/Pace grant (HS017), and Anna-Kate Baygents is handling the Baptist grant (HS016).



EXPERIENCE &
QUALIFICATIONS
OF
PROPOSED STAFF



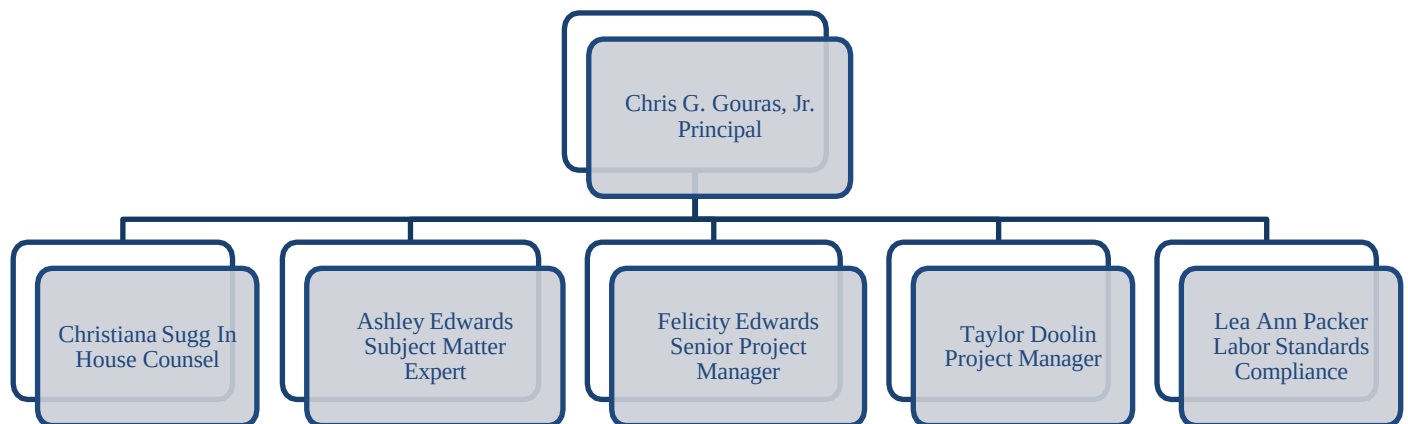
Experience & Qualifications of Proposed Staff

Gouras & Associates, LLC, is a regional firm located in the southeast United States. Gouras & Associates, LLC's main office is located in Ridgeland, Mississippi, with staff located throughout the Gulf South, including Wakulla County, Florida. The Gouras & Associates team has combined experience of over 70 years working with various state and federal grant projects and programs.

The company's experience includes each aspect of grant administration, including, but not limited to, preparing and submitting proposals and grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management and oversight; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process.

Gouras & Associates, LLC's ability to adapt in real time to complex and evolving grant programs originating from disaster or emergency conditions is what allows our firm to keep a competitive edge in the grant industry.

Gouras & Associates, LLC Organizational Structure



Gouras & Associates, LLC, is comprised of the following individuals and each team member specializes in one or more specific areas of compliance. Professional resumes are included in this proposal.

Chris G. Gouras, Jr., Principal/ Subject Matter Expert

Chris is the owner and principal of Gouras & Associates, LLC. Prior to Hurricane Katrina, Chris developed Consolidated Plans and Action Plans for multiple cities along the Mississippi Gulf Coast, including Biloxi, Moss Point, Pascagoula, and Gulfport. After Hurricane Katrina, Chris helped many municipalities along the Gulf Coast with recovery and rebuilding efforts. He will be directly involved with all the programs and projects, including program and project development and administration. Chris excels in the development of relationships between clients and government agencies and officials, and facilitation of communication between parties involved, such as stakeholders, engineers, architects, attorneys, and governments officials.

Ashley Edwards, Strategic Planning & Policy Specialist/ Subject Matter Expert

Ashley has extensive experience in strategic planning, public policy, action plan development, and government best- practices. During his time as the Executive Director of Mississippi's Office of Recovery and Renewal under governors Haley Barbour and Phil Bryant, he led development of State-wide Community Development Block Grant Action Plans for Hurricane Katrina Recovery including an extensive suite of programs totaling over \$5 billion. He has also led strategic planning efforts for multiple governmental and non-profit entities across the Mississippi Gulf Coast.

Christiana S. Sugg, In-House Attorney/ Subject Matter Expert

Christiana is an attorney and regulatory specialist in the office of Gouras & Associates, LLC. She has practiced law in Mississippi since 2003 and is in good standing with the Mississippi Bar Association. Christiana worked on the restoration of the Port of Gulfport following Hurricane Katrina. Christiana provided guidance and counsel to the State as it worked to provide solutions for housing, economic development, environmental issues, and public policy concerns. She also assisted in the development of policies and procedures for compliance with HUD regulations including Section 3 and National Objective tracking.

Felicity Edwards, Senior Project Manager

Felicity has extensive experience in management and oversight of a wide array of federal funding programs. She is a Certified Public Accountant in Mississippi and Florida. As the lead program/project manager for federal programs at Gouras and Associates, Felicity oversees administration and compliance for CDBG-DR and other federally funded projects in Mississippi, Florida, and Louisiana. Prior to her work with Gouras and Associates, Felicity developed comprehensive compliance strategies for RESTORE Act funding in both Mississippi and Alabama.

Taylor Doolin, Project Manager

Taylor supports all project management and oversight activities, including, but not limited to, application development, procurement oversight, and labor standards compliance monitoring. He is certified as a Contract Manager in Florida and has completed HUD's Disaster Recovery Fraud, Waste, and Abuse Training program. During his time with FloridaCommerce, Taylor contributed to the development of the Hurricane Sally Action Plan and creation of CBDG-DR program guidelines and compliance measures.

Lea Ann Packer, Labor Standards Compliance

Lea Ann is the Labor Standards Compliance Officer for Gouras & Associates, LLC. Lea Ann oversees and monitors Labor Standards and Fair Housing activities throughout the life of a project. Lea Ann has worked on a wide variety of projects requiring different approaches and tracking methods to support contractor and subrecipient compliance with funding requirements.

Gouras & Associates, LLC's CDBG-DR grant experience and expertise includes:

- Katrina Community Development Block Grant Program (KCDBG) 90 projects totaling \$775,472,645.35
 - Action Plan and Program Development: *High-Level oversight and development of over \$1 billion dollars in recovery aid. Including the creation of multiple housing, economic recovery, and infrastructure programs.*
 - Economic Development: *over 15 projects totaling \$157,936,690 in CDBG funds for projects such as a nursing school, major highways, maritime training facility, hangars, industrial expansions, and harbor improvements*
 - Community Revitalization: *21 projects totaling \$120,560,825 where work included an Emergency Operations Center, Storm Preparedness Facility, Governmental Annex, Jail and Justice Court, Renovation and expansion of a historic courthouse*
 - Long Term Workforce Housing Program: *240-unit housing complex totaling \$4,273,756*
 - Gulf Coast Regional Infrastructure Program: *47 water, wastewater, and storm water infrastructure projects totaling \$476,733,144*
- Hurricane Michael Community Development Block Grant - Disaster Recovery, Florida
 - Infrastructure and Mitigation: *8 projects totaling \$29,534,697 in CDBG-DR funding for stormwater repair and improvements, road elevation, and bridge repairs and upgrades.*
 - Economic Recovery: *3 Projects totaling \$8,502,532 in CDBG-DR funding for repairs to local businesses and community projects.*
 - Program Administration: *Direct administration for the Economic Revitalization Program, FEMA Hazard Mitigation Match program involving infrastructure, and Workforce Development Training program for the state of Florida for Hurricane Michael.*
- Hurricane Sally Community Development Block Grant – Disaster Recovery, Florida
 - Action Plan and Program Development: *Development of program guidelines and compliance for CDBG-DR Voluntary Home Buyout Program, Infrastructure, Economic Revitalization, and Workforce Development Training program.*
- Hurricane Ian Community Development Block Grant – Disaster Recovery, Florida
 - Action Plan and Program Development: *Development of program critiques and client preference based on the action plan draft, which precluded the municipality from accessing a full recovery.*

Gouras & Associates, LLC also manages public financing programs including, but not limited to, the following:

- | | |
|---|---|
| • Economic Development Highway Program (EDH) | • American Recovery and Reinvestment Act (ARRA) |
| • Capital Improvements Revolving Loan Program (CAP) | • Mississippi Department of Transportation Recreational Trails Program (MDOT) |
| • Small Municipalities Grant Program | • Deepwater Horizon MS Block Grants (BP) |
| • Development Infrastructure Program (DIP) | |

Gouras & Associates, LLC will add staff if necessary to administer and implement the project in order to successfully meet the needs of the client. When necessary, the company routinely subcontracts for specialized environmental services. Any subcontractor shall be approved by the County and shall meet the same requirements of this request for proposals.

Multidisciplinary Nature and Relevant Experience

The assembled team represents multiple disciplines vital to successful grant administration:

- **Financial & Accounting Expertise** (Felicity Edwards, CPA)
- **Grant Administration & Program Management** (Felicity Edwards, Taylor Doolin)
- **Labor Standards & Compliance Monitoring** (Lea Ann Packer)
- **Legal & Regulatory Counsel** (Christiana S. Sugg)
- **Strategic Planning & Public Policy** (Ashley Edwards)
- **Community Development & Relationship-Building** (Chris G. Gouras, Jr.)

We have direct experience administering federal grants, particularly **CDBG-DR** and associated compliance requirements, including programs funded by **Rebuild Florida**. Our staff members have managed large-scale recovery programs, coordinated with federal and state agencies, and navigated the complexities of post-disaster redevelopment. This collective expertise enables us to adapt quickly to evolving grant regulations and ensure full compliance with HUD's standards.

Staff Assignment

These key team members will be assigned to the project, with additional subject matter experts (SMEs) available on an as-needed basis. Should the client's needs expand or evolve, we can also draw on additional staff or subcontractors to ensure all project requirements are met. A Letter of Commitment is included in the proposal appendices, confirming the availability of the key staff members outlined below.

Key Staff

1. Felicity Edwards, CPA - Senior Project Manager / Associate Consultant

- **Job Assignment for Other Projects:** Currently manages approximately 20 active federal grants (CDBG-DR, RESTORE Act, Resilient Florida, PHMSA) for various clients.
- **Proposed Job Assignment for This Project:** Senior Project Manager, responsible for oversight of grant administration, compliance strategies, and project oversight.
- **Percentage of Time to This Project:** Approximately 15%.
- **Years with Gouras & Associates:** 3 years.
- **Years with Other Firms:** 17 years of prior grant administration experience, beginning post-Hurricane Katrina in 2008.
- **Education:** Bachelor of Science in Business Administration (Financial Information Systems focus) and Graduate Certificate in Economic Development from The University of Southern Mississippi.
- **Active Registration:** Certified Public Accountant (CPA) in Mississippi and Florida.
- **Relevant Experience and Qualifications:**
 - o Oversight and management of more than \$500 million in federally funded projects.
 - o Expertise in CDBG-DR, RESTORE Act, FEMA Public Assistance, and other federal/state funding programs.
 - o Skilled in compliance monitoring, internal audits, project closeouts, and stakeholder engagement.

2. Taylor Doolin - Project Manager / Associate Consultant

- **Job Assignment for Other Projects:** Currently assigned to Hurricane Milton recovery efforts through February 2025.
- **Proposed Job Assignment for This Project:** Project Manager, overseeing day-to-day grant implementation, compliance, and reporting for the assigned project scope.

- **Percentage of Time to This Project:** Approximately 75%.
- **Years with Gouras & Associates:** 2 years.
- **Years with Other Firms:** Estimated 3–5 years of grant administration experience (Florida Department of Commerce / Florida Department of Economic Opportunity).
- **Education:**
 - o Bachelor of Arts in Political Science (Geography focus) and Bachelor of Arts in International Affairs, plus a Graduate Certificate in U.S. Intelligence from Florida State University.
 - o Master of Arts in Applied American Politics from Florida State University.
- **Active Registration:** Certified Contract Manager in Florida (non-licensure certification).
- **Relevant Experience and Qualifications:**
 - o Experience coordinating more than \$200 million in CDBG-DR projects, including Hometown Revitalization, Workforce Recovery, Infrastructure, and Voluntary Home Buyout programs.
 - o Contributed to development of the Hurricane Sally Action Plan for the State of Florida, including creation of program guidelines and compliance measures aligned with HUD standards.
 - o Skilled at liaison work among federal/state agencies, local officials, and project stakeholders.

3. **Lea Ann Packer - Labor Standards Compliance Officer / Associate Consultant**

- **Job Assignment for Other Projects:** Supports environmental review for ~6 ongoing projects and labor standards oversight for 5 projects.
- **Proposed Job Assignment for This Project:** Labor Standards Compliance Officer, responsible for Davis-Bacon Act, Fair Labor Standards, and other federal labor requirements.
- **Percentage of Time to This Project:** On an as-needed basis, primarily during environmental reviews, project bidding, and construction phases.
- **Years with Gouras & Associates:** Approximately 1 year.
- **Years with Other Firms:** ~1 year of prior CDBG experience, for a total of ~2 years in the grant field.
- **Education:**
 - o Bachelor of Business Administration (Finance emphasis) from Millsaps College.
 - o Master of Business Administration from Mississippi College.
- **Active Registration:** None required for labor standards duties.
- **Relevant Experience and Qualifications:**
 - o Expertise in coordinating, implementing, and documenting federal environmental compliance measures.
 - o Demonstrated ability to maintain accurate records for Davis-Bacon, Section 3, Fair Housing, and related federal labor regulations.
 - o Skilled in resolving contractor non-compliance issues, wage classifications, employee interviews, and working with the Department of Labor to ensure compliance.

Subject Matter Experts (SMEs) – As Needed

While the staff above will serve as key personnel, Gouras & Associates, LLC also offers a broad set of **subject matter experts** for specialized tasks such as legal review, policy development, and strategic planning. These individuals will be called upon if the scope of work warrants additional resources or expertise.

1. **Chris G. Gouras, Jr. (Principal / SME)**

- o Over 25 years of experience in grant administration and community development.
- o Skilled in strategic planning, relationship-building between clients and government agencies, and HUD compliance oversight.

2. Ashley Edwards (Strategic Planning & Policy Specialist / SME)

- o Extensive background in economic development, public policy, and governmental best practices.
- o Former Executive Director of Mississippi's Office of Recovery under Governors Barbour and Bryant, developing CDBG-DR Action Plans following Hurricane Katrina.

3. Christiana S. Sugg (In-House Attorney / SME)

- o Licensed attorney with over 17 years of experience in federal and state compliance issues, including CDBG disaster recovery grants.
- o Skilled in regulatory counsel, policy drafting, and resolution of legal or regulatory concerns.

These professionals bring deep expertise in **CDBG-DR** and **disaster recovery** efforts dating back to Hurricane Katrina's aftermath, with experience that includes managing HUD monitoring reviews, drafting policies for Section 3 compliance, and navigating complex environmental regulations.

Multidisciplinary Nature and Relevant Experience

The assembled team represents multiple disciplines vital to successful grant administration:

- **Financial & Accounting Expertise** (Felicity Edwards, CPA)
- **Grant Administration & Program Management** (Felicity Edwards, Taylor Doolin)
- **Labor Standards & Compliance Monitoring** (Lea Ann Packer)
- **Legal & Regulatory Counsel** (Christiana S. Sugg)
- **Strategic Planning & Public Policy** (Ashley Edwards)
- **Community Development & Relationship-Building** (Chris G. Gouras, Jr.)

We have direct experience administering federal grants, particularly **CDBG-DR** and associated compliance requirements, including programs funded by **Rebuild Florida**. Our staff members have managed large-scale recovery programs, coordinated with federal and state agencies, and navigated the complexities of post-disaster redevelopment. This collective expertise enables us to adapt quickly to evolving grant regulations and ensure full compliance with HUD's standards.

Letter of Commitment

A **Letter of Commitment** is included as an attachment to this proposal. It affirms that:

- **Felicity Edwards (Senior Project Manager), Taylor Doolin (Project Manager), and Lea Ann Packer (Labor Standards Compliance Officer)** are our key staff dedicated to this project.
- Additional subject matter experts, including **Chris Gouras, Ashley Edwards, and Christiana Sugg**, are available on an as-needed basis.
- Our firm is prepared to provide additional resources or subcontractor support should the project scope or client needs expand.

April 10, 2025

Dedria Lunderman, Purchasing Manager
City Hall – 6th Floor
222 West Main Street
Pensacola, FL 32502

Re: Gouras & Associates, LLC | RFQ NO.: 25-027
Letter of Commitment for for Administration Services Consultant for Federally Funded
Community Development Block Grant-Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program Grant

Dear Ms. Lunderman:

Gouras & Associates, LLC is pleased to submit this Letter of Commitment in support of our proposal for RFQ NO. 25-027. We hereby confirm our dedication to providing the key personnel and necessary resources to successfully perform the services required under this project.

Specifically, we commit the following key staff members to the project:

1. Felicity Edwards, CPA – Senior Project Manager

- Responsible for grant administration, compliance strategies, and overall project oversight.
- Will dedicate approximately 20% of her time to this project.

2. Taylor Doolin – Project Manager

- Responsible for day-to-day grant implementation, compliance, and reporting.
- Will be available to dedicate approximately 75% of his time to this project.

3. Lea Ann Packer – Labor Standards Compliance Officer

- Responsible for labor standards compliance, wage monitoring, and related regulatory oversight.
- Will engage on an as-needed basis during environmental reviews, bidding, and construction phases.

In addition to these key staff, we have a robust pool of Subject Matter Experts (SMEs)—including our Principal, **Chris G. Gouras, Jr.**, Strategic Planning & Policy Specialist **Ashley Edwards**, and In-House Attorney **Christiana S. Sugg**—who are available to provide supplemental expertise as needed. Should the project scope or client needs expand, Gouras & Associates is prepared to provide additional resources or to bring on qualified subcontractors to ensure all tasks and deliverables are completed successfully.

On behalf of Gouras & Associates, LLC, I confirm that our team is fully committed to meeting all project requirements and timelines set forth in the RFQ. We appreciate the opportunity to partner

with the City of Pensacola on this important initiative, and we look forward to contributing our expertise in grant administration, disaster recovery, and compliance oversight.

If you have any questions or require additional information, please feel free to contact me directly at (601) 529-9899 or via email at chrisgouras@gourasandassociates.com.

Thank you for your consideration, and we look forward to the opportunity to serve the City of Pensacola.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris G. Gouras, Jr.", written in a cursive style.

Chris G. Gouras, Jr.

Principal, Gouras & Associates, LLC



CHRIS G. GOURAS, JR.

Owner & Principal

Chris Gouras is the owner and principal of Gouras & Associates. Chris has worked with various state and federal grant projects for over 25 years. His grant experience spans over 175 projects all across the State of Mississippi. Chris will be directly involved with, and personally responsible for, all of the day-to-day operations of the project.

Chris provides strategic planning efforts that include identifying and leveraging funding sources, the development and creation of client to stakeholder relationships, and the experience to navigate the complex systems of federal funding and the equitable disbursement of those funds.

Chris' role with clients includes but is not limited to:

- Research of funding sources and development of relationships between government agencies/officials and clients.
- Oversight of the preparation of the Application and the Administration of the grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Coordination of all grant activities and facilitation of communication between the parties involved; engineers, architects, attorneys, local and state government.

Chris received his Bachelor of Science Degree with an emphasis on Finance from Florida State University (1993) and his Master of Business Administration Degree from Mississippi College (1997). Before starting his own business in September 2005, Chris worked with Jimmy Gouras Urban Planning & Development in Vicksburg, MS from January 1994 to September 2005.



Ashley Edwards

Strategic Planning Specialist

Ashley Edwards, Strategic Planning Specialist, supports the Gouras & Associates, LLC, team as a specialist in economic development, public policy, personnel management, budgeting, program oversight and implementation, and government best-practices. Ashley has led the growth and transformation of a variety of regional initiatives across the Mississippi Gulf Coast through various roles.

Ashley has served as the President and CEO of the Gulf Coast Business Council, where he led an organization that champions common economic and business interests of the Mississippi Gulf Coast through a variety of activities, including identifying emerging issues, convening resources, framing public policy, and developing transformational solutions for the Coastal Economy.

Prior to his time at the Gulf Coast Business Council, he was most recently the Chief Executive Officer of the Hancock County Port and Harbor Commission, where he led a team tasked with operating Port Bienville Industrial Complex, Stennis International Airport, and the Economic Development Authority for Hancock County. While in Hancock County, Ashley led the effort that resulted in the Hancock County Port and Harbor Commission receiving the Mississippi Economic Development Council's 2014 award for excellence in business recruitment for landing SpaceX's Raptor Engine development program in Hancock County.

Ashley also served as Executive Director of Governor Haley Barbour's, and later Governor Phil Bryant's, Office of Recovery, where he was responsible for implementing the State of Mississippi's Hurricane Katrina recovery plan and overseeing the closeout of Mississippi's Hurricane Katrina long-term recovery efforts. In this role, Ashley provided policy advice and counsel to Governors in the state of Mississippi, and he was responsible for intergovernmental relations activities with Federal Agencies, State Agencies, and Local Government Entities. He was responsible for strategic planning for recovery program implementation, including a suite of eight housing programs which included over \$3 billion dollars in recovery efforts. He also led the integrated management team activities for the Port of Gulfport Restoration in the aftermath of Hurricane Katrina, and he served as the Governor's direct liaison to BP in the aftermath of the 2011 Deepwater Horizon Oil Spill.

Ashley earned a Public Leadership Credential from the Harvard University Kennedy School of Government, a Master of Science in Economic Development from The University of Southern Mississippi, and a Bachelor of Arts in Media Arts from Tulane University.



CHRISTIANA S. SUGG

Christiana S. Sugg is an attorney in the office of Gouras & Associates, LLC. Christiana has over 17 years of experience in multiple facets of Mississippi law with a special emphasis on federal and state compliance issues concerning federal grants, including the Katrina Community Development Block Grant (KCDBG) disaster recovery grants from the Department of Housing and Urban Development (HUD) to the Mississippi Development Authority (MDA).

Christiana's role with clients includes but is not limited to:

- Coordination and administration of grant activities, including communications with attorneys, regulatory agencies and contractors.
- Assisting in the preparation of the grant application and supporting documentation.
- Assisting in the development and administration of grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Assisting in research and the development of solutions to issues and concerns raised by stakeholders.
- Assisting in the implementation of applicable local, state and federal rules, laws and regulations.
- Counseling clients through the Request for Release of Funds process and regulatory compliance for the KCDBG grant.
- Drafting and coordinating client responses to issues raised by community stakeholders, regulatory agencies, and HUD.
- Coordinating and drafting responses to HUD monitoring reports.
- Developing policies and procedures for Section 3 compliance and compliance with national objective recordkeeping.
- Supervising, facilitating and assisting client in reports to regulatory agencies regarding funding, project status and regulatory compliance.
- Lender's counsel on multiple construction and permanent loans, including hospitality loans and industrial projects.

Christiana received her Bachelor of Arts Degree in English from Belhaven University (2000) and her Juris Doctorate from Mississippi College School of Law (2003). She is licensed to practice before all State and Federal courts in the State of Mississippi. Before joining Gouras & Associates, Christiana practiced law at Watkins & Eager PLLC for seven years after clerking for Judge L. Joseph Lee at the Court of Appeals of the State of Mississippi.



FELICITY EDWARDS, CPA

Senior Project Manager

Felicity Edwards is a specialist in Federal Grant Funding and related compliance activities. Throughout her career in grant administration, Felicity has coordinated the oversight and management of more than \$500MM in projects with a wide variety of federal and state funding streams, including RESTORE Act, Community Development Block Grant, Hazard Mitigation, FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP), FAA Airport Improvement Program (AIP), MDOT Multi-Modal, Tidelands, GOMESA, CIAP, and others. Felicity is adept at every aspect of program management and project implementation, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Coordinating and documenting Federal Environmental Compliance.
- Compiling, organizing and uploading administrative record documents.
- Developing planning, project, and compliance schedules, assisting clients with stakeholder engagement, public meeting materials, presentations, and conference calls/meetings.
- Acting as liaison between State and Federal funding agencies and local Elected Officials
- Managing programmatic closeout for all projects with disaster related funding sources
- Working closely with Office of Inspector General (OIG) audit teams to address questions and concerns related to federally funded projects.
- Performing tasks beyond the general scope of financial administration, as requested, to help others meet outside needs that directly or indirectly affect program goals and objectives
- Consolidating input from various sources to prepare reports for State and local officials, including financial reports, project status reports, and Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance

Felicity earned both a Bachelor of Science in Business Administration, with an emphasis in Financial Information Systems, and a Graduate Certificate in Economic Development from The University of Southern Mississippi. In 2022, she joined Gouras and Associates and established a Mississippi-based accounting firm - F. R. Edwards, CPA, PLLC – to offer her expertise in federal grant administration and disaster recovery to clients across the Gulf South region. She is licensed as a Certified Public Accountant in both Mississippi and Florida. Prior to working with Gouras and Associates, Felicity most recently worked with Covington Civil and Environmental as a RESTORE Act Program Manager and Senior Project Manager. Among other positions, Felicity also served as the County Administrator for Hancock County, MS, the Chief Administrative Officer for the Hancock County, MS Port and Harbor Commission, and a Grant Administrator for Hancock County throughout post-Katrina disaster recovery.



Taylor Doolin

Project Manager

Taylor Doolin joined Gouras & Associates, LLC, as a specialist in CDBG Federal Grant Funding and related compliance activities. Throughout his career in grant administration, Taylor has coordinated the oversight and management of more than \$200MM in projects with a wide variety of federal funding streams, including Community Development Block Grant Programs: Hometown Revitalization, Workforce Recovery Training, Infrastructure, and Voluntary Home Buyout as well as FEMA Hazard Mitigation Grant Program (HMGP). In addition, he worked closely in the development of the Hurricane Sally Action Plan for the State of Florida, which involved the creation of programs and scoring matrix that followed HUD compliance standards. Taylor is adept at every aspect of program management and project implementation, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Compiling, organizing and uploading administrative record documents.
- Developing planning, project, and compliance schedules, assisting clients with stakeholder engagement, public meeting materials, presentations, and conference calls/meetings.
- Development of funding plans and program guidelines including a scoring matrix and compliance rules to maximize opportunities for stakeholders and ensure federal regulations are clear and easy to follow
- Acting as liaison between State and Federal funding agencies, local Elected Officials, and other potential partners
- Managing programmatic closeout for all projects with disaster related funding sources
- Performing tasks beyond the general scope of financial administration, as requested, to help others meet outside needs that directly or indirectly affect program goals and objectives
- Consolidating input from various sources to prepare reports for State and local officials, including financial reports, project status reports, and Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance

Taylor earned both a Bachelor of Arts in Political Science, with an emphasis in Geography, and a second Bachelor of Arts in International Affairs, as well as a Graduate Certificate in U.S Intelligence from Florida State University. He then continued his education, earning a Master of Arts in Applied American Politics from the Florida State University. In 2023, he joined Gouras and Associates. Prior to working with Gouras and Associates, Taylor most recently worked with the Florida Department of Commerce running three Community Development Block Grant Programs as a Program Manager. Among other positions, Taylor also served as a Grant Administrator for the Florida Department of Economic Opportunity.



LEA ANN PACKER

Associate Consultant / Labor Standards Compliance

Lea Ann Packer, Associate Consultant, has experience with Community Development Block Grants in both Florida and Mississippi. Lea Ann is adept at project management, project tracking, and environmental compliance, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Coordinating and documenting Federal Environmental Compliance and outreach to tribal, community and federal stakeholders.
- Compiling, organizing and uploading administrative record documents.
- Assisting clients with stakeholder engagement through agenda setting and scheduling ensuring all data and comments are tracked and recorded
- Consolidating input from various sources to prepare reports for State and local officials Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance.

Lea Ann has taken a lead role on the environmental aspects of many grants and has developed fast and effective processes in order to expedite review times and ensure construction timelines can be kept over the course of multiple projects and programs.

Lea Ann also coordinates Monitoring and Compliance with:

- Davis-Bacon Act
- Fair Labors Standard Act
- Copeland Act
- Contract Work Hours and Safety Standards Act
- Section 3: Fair Housing and Equal Opportunity

Lea Ann is responsible for the interfacing with Contractors to document the Labor Standards indicated above, which includes the following tasks:

- Reviewing weekly payrolls for Contractors and Sub-Contractors.
- Maintaining records for Davis-Bacon and Section 3 compliance documentation.
- Coordinating resolutions of non-compliance.
- Facilitating employee interviews.
- Record-keeping of all Contractor activities including payrolls and restitution.
- Maintaining Pre-Construction Minutes and Notices to Proceed.
- Coordinating with Department Labor for Apprentice Certifications.
- Facilitating Request of Additional Wage Classifications.
- Monitoring of requisite signage for project location in accordance with federal regulations.
- Overseeing resolutions to any labor violations and facilitates prompt resolution and restitution.

Lea Ann earned both a Bachelor of Business Administration, with an emphasis in Finance from Millsaps College and a Master of Business Administration from Mississippi College. She joined Gouras and Associates in January 2023.



COMPARABLE PROJECTS



Comparable Projects

Gouras & Associates, LLC has a proven track record administering Community Development Block Grant–Disaster Recovery (CDBG-DR) funds across multiple programs, including Florida’s Hometown Revitalization Program. The project information below showcases projects in which our team successfully leveraged the Rebuild Florida Hometown Revitalization Program to address critical needs, accelerate recovery, and strengthen local economies.

Rebuild Florida Hometown Revitalization Program Experience

- **M0038 – Beacon Point Plaza Revitalization (Callaway)**
 - o **Summary:** The City of Callaway is utilizing Hometown Revitalization funding to restore approximately 75,160 sq. ft. of the Beacon Point Plaza Shopping Center, which will create employment opportunities for approximately 150-225 citizens in the community.
 - o **Reference:** Ed Cook, City Manager (501-605-2752 / citymanager@cityofcallaway.com)
 - o **Project Status:** In Progress
 - o **Grant Amount & Scale of Project:** \$2,388,728 (\$1,288,728 CDBG, \$1,100,000 Match). Project includes 75,160 sq. ft. of retail space in the City of Callaway.
 - o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) obtained. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

- **M0033 – Hill Community Revitalization (Apalachicola)**
 - o **Summary:** The City of Apalachicola is utilizing Hometown Revitalization funding to implement a comprehensive ,revitalization of key parts of The Hill community, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. The project includes façade improvements, repairs to commercial buildings, sidewalk improvements and lighting, demolition of dilapidated structures, removal of blight, as well as improve connections and walkability between The Hill and Downtown commercial area.
 - o **Reference:** Travis Wade, City Manager (850-323-2111 / twade@cityofapalachicola.com)
 - o **Project Status:** In Progress
 - o **Grant Amount & Scale of Project:** \$935,753 (\$910,753 CDBG / \$25,000 Match). Project includes various commercial sites, as well as sidewalks and lighting throughout the Hill Community in Apalachicola.
 - o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) obtained. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

- **M0034 – Riverfront Revitalization (Apalachicola)**

- o **Summary:** The City of Apalachicola is utilizing Hometown Revitalization funding to repair and rehabilitate approximately 14 sites throughout the riverfront area of the City, providing economic revitalization and demonstrable restoration and improvement of the local economy by enhancing job creation opportunities.
- o **Reference:** Travis Wade, City Manager (850-323-2111 / twade@cityofapalachicola.com)
- o **Project Status:** In Progress
- o **Grant Amount & Scale of Project:** \$4,798,051 (\$4,414,686 CDBG / \$383,365 Match). Project includes revitalization of +/- 14 sites throughout the City of Apalachicola's riverfront commercial area.
- o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) anticipated 1Q2025. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

Experience in Administering other Federal & State Projects

Additional CDBG-DR initiatives—beyond the Hometown Revitalization Program—are also summarized in the following table, which further demonstrates our comprehensive grant administration expertise. Together, these examples illustrate our depth of experience in navigating federal regulations, coordinating with state agencies, and delivering effective solutions for communities impacted by disasters.

EXPERIENCE IN ADMINISTERING FEDERAL AND STATE GRANTS

Below is a representative sample of projects administered by Gouras & Associates, LLC. For each project, we provided services such as preparing and submitting proposals and grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management and oversight; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process.

This list is NOT all-inclusive.

<u>Project</u>	<u>Amount</u>	<u>Activity</u>	<u>Status</u>	<u>Type of Federal/State Program</u>
City of D'Iberville, MS	\$ 42,801,690.00	Interchange Improvements	Open	KCDBG
City of Pass Christian, MS	\$ 26,992,585.00	Harbor Improvements	Closed	KCDBG
George County, MS	\$ 1,373,164.00	Annex Building	Closed	KCDBG
Hancock County, MS	\$ 2,200,000.00	Pearlington Library & Gym	Closed	KCDBG
Hancock County, MS	\$ 1,325,000.00	Storm Preparedness Facility	Closed	KCDBG
Hancock County, MS	\$ 37,500,000.00	Jail and Justice Court	Closed	KCDBG
Hancock County, MS	\$ 2,300,729.85	Emergency Operations Center	Closed	KCDBG
Hancock County, MS	\$ 20,000,000.00	Highway 607	Closed	KCDBG
Hancock County, MS	\$ 10,187,450.00	Annex Building	Closed	KCDBG
Hancock County, MS	\$ 4,575,000.00	Courthouse	Closed	KCDBG
Hancock County, MS	\$ 10,500,000.00	PSL-North America	Closed	KCDBG
Hancock County, MS	\$ 2,544,721.00	MAC, LLC	Closed	KCDBG
Hancock County, MS	\$ 6,000,000.00	Rolls Royce Expansion	Open	KCDBG
Hancock County, MS	\$ 5,000,000.00	Sports Complex	Closed	KCDBG
Hancock County, MS	\$ 2,500,000.00	Stennis Terminal	Closed	KCDBG
Hancock County, MS	\$ 2,100,000.00	Stennis Hangar	Closed	KCDBG
Hancock County, MS	\$ 6,350,000.00	Selex Hangar	Closed	KCDBG
Hancock County, MS	\$ 2,195,945.42	MDOT Turn Lanes Project	Closed	KCDBG
Hancock County Utility Authority	\$ 143,000,000.00	Water and Wastewater (13 Projects)	Closed	Gulf Coast Regional Infrastructure
Hancock County Utility Authority	\$ 1,402,000.00	Bayou La Croix Sewer Upgrades	Closed	RESTORE
Hancock County Utility Authority	\$ 3,200,000.00	Pearlington Outfall Relocation	Closed	RESTORE
Harrison County Utility Authority	\$ 235,907,941.38	Water and Wastewater (26 Projects)	Closed	Gulf Coast Regional Infrastructure
Jackson County, MS	\$ 3,600,000.00	Signet Expansion	Closed	KCDBG
Jackson County, MS	\$ 39,800,000.00	Highway 611	Closed	KCDBG
Jackson County, MS	\$ 20,000,000.00	Maritime Training Facility	Closed	KCDBG
Jackson County, MS	\$ 1,277,380.00	Maritime Basic Skills Training Annex	Closed	KCDBG
Jackson County, MS	\$ 2,000,000.00	VT Halter Blast and Paint Facility	Closed	KCDBG
Jackson County Utility Authority	\$ 97,825,203.00	Water and Wastewater(8 Projects)	Closed	Gulf Coast Regional Infrastructure
KLP Toulon	\$ 4,273,756.00	Long Term Workforce Housing	Closed	LTWH
MGCCC	\$ 12,000,000.00	Nursing School	Closed	KCDBG
Rankin County, MS	\$ 496,979.00	Health Department	Closed	CDBG
Stone County, MS	\$ 7,551,800.00	Perkinson Boulevard Road	Closed	KCDBG
One Coast, MS	\$ 1,099,513.00	Wayfinding Signage	Open	RESTORE
Apalachicola, FL	\$ 3,891,869.00	Avenues Stormwater Repair Project	Open	CDBG-DR
Apalachicola, FL	\$ 935,753.00	Hill Community Revitalization	Open	CDBG-DR
Apalachicola, FL	\$ 6,203,051.00	Riverfront Revitalization	Open	CDBG-DR
Apalachicola, FL	\$ 18,933,391.00	Wastewater Treatment Facility	Open	DEP Resilient Florida/SLFRF
Gulf County, FL	\$ 7,062,869.00	Water Transmission & Booster Station	Open	CDBG-DR
Gulf County, FL	\$ 9,433,311.00	Roads & Stormwater	Open	DEP Resilient Florida
Callaway, FL	\$ 2,933,000.00	Callaway Lift Station Rehab Project	Open	CDBG-DR
Callaway, FL	\$ 2,388,728.00	Shopping Center Rehab	Open	CDBG-DR
Callaway, FL	\$ 8,150,200.00	Sandy Creek / Hugh Thomas Drive	Open	CDBG-DR
Gulf County, FL	\$ 2,624,688.00	Overstreet Area Drainage	Open	CDBG-MIT
Gulf County, FL	\$ 4,725,000.00	South Diana Street Bridge	Open	CDBG-MIT
Hancock Co, MS	\$ 2,659,265.25	Aircraft Packaging Hangar Rehabilitation	Open	KCDBG
Hancock Co, MS	\$ 2,029,559.00	Taxilane Sierra Rehabilitation	Open	KCDBG
Jackson Co, MS	\$ 8,500,475.68	Jackson County Emergency Operations Center	Open	KCDBG
City of Moss Point, MS	\$ 500,000.00	Robinhood Sanitary Sewer Repairs	Open	KCDBG



CAPACITY & RESOURCES



Capacity & Resources

Gouras & Associates, LLC is fully prepared to allocate the time, personnel, and technical resources needed to successfully administer each grant under this contract. We employ a tiered project management approach that ensures every phase of the grant lifecycle—from initial award and environmental review to final closeout—is managed by the appropriate level of expertise, under the supervision of our Senior Project Manager and Principal.

Dedicated Key Staff

- **Senior Project Manager (Felicity Edwards, CPA):**
Oversees the overall administration strategy, compliance frameworks, and financial tracking. In addition to dedicating approximately 20% of her time to each grant's administrative tasks, Ms. Edwards will ensure consistent communication with the Client's team and handle the higher-level coordination needed to maintain compliance and meet project milestones.
- **Project Manager (Taylor Doolin):**
Serves as the day-to-day point of contact for grant administration, dedicating up to 75% of his time to tasks such as monthly reporting, budget oversight, recordkeeping, monitoring subrecipient activities, and addressing any emergent compliance requirements. He will collaborate closely with local officials and subrecipients to maintain accurate records, respond promptly to information requests, and coordinate stakeholder engagement.
- **Labor Standards Compliance Officer (Lea Ann Packer):**
Allocates time on an as-needed basis, focusing on environmental documentation and labor standards oversight (Davis-Bacon, Section 3, etc.). She will be engaged during project bidding, construction phases, and compliance reviews, ensuring that critical labor documentation is maintained and that any non-compliance findings are resolved quickly.

Subject Matter Experts On-Call

Beyond the key staff, we maintain in-house legal counsel, strategic planning specialists, and policy experts who can be engaged whenever a particular issue requires specialized attention. For instance, our Principal (Chris G. Gouras, Jr.) and other senior advisors are available to provide immediate guidance on complex regulatory interpretations or to assist with high-level stakeholder negotiations. This structure guarantees that any unexpected compliance or administrative challenges can be addressed promptly without compromising the progress of the project.

Resource Allocation and Scheduling

To ensure timely deliverables and continuous oversight, Gouras & Associates employs a structured workflow that includes routine check-ins and milestone-based reviews. We typically conduct bi-weekly or monthly status meetings to track progress on procurement, financial draws, environmental clearance, and performance reporting. If workload or complexity increases—for example, when multiple projects move into the construction phase simultaneously—we can quickly scale up staff hours or bring on additional subcontractors with relevant expertise. This flexibility allows us to consistently meet all deadlines, reporting obligations, and quality standards outlined by the funding agencies.

Technical and Administrative Support

Each project is supported by a robust administrative framework to facilitate collaboration across multiple locations. Our administrators and accounting personnel work behind the scenes to process invoices, maintain regulatory documentation, and prepare progress reports for review by the project manager and senior leadership. This infrastructure ensures our team can respond to Client inquiries and agency requests without delay, while also providing transparent, real-time insights into the project's financial and compliance status.

Scalability and Future Needs

Recognizing that grant administration may evolve over time—particularly in disaster recovery and infrastructure contexts—Gouras & Associates' project management plan is inherently scalable. If the Client's program expands, additional funding becomes available, or new regulatory requirements arise, we have the capacity to adjust staffing levels, engage specialized consultants, or leverage legal resources as needed. Our primary objective is to help the Client maintain compliance and achieve effective grant outcomes, regardless of shifting program demands.

In summary, Gouras & Associates' strategic staffing model, proven administrative methodologies, and on-call subject matter expertise equip us to match each grant's needs with the right level of support. By tailoring our capacity and leveraging flexible resource allocation, we help clients navigate complex funding requirements and progress toward successful project delivery.



MINORITY, SMALL,
AND WOMEN
BUSINESS
ENTERPRISE STATUS



Partnership with Minority/Small/Women Business Enterprises

Gouras & Associates, LLC is committed to promoting diversity and inclusion in our project teams. When specialized environmental services or technical expertise are required, we partner with **Cypress Environmental of Bay County, LLC, a Women-Owned Business Enterprise (WBE)**. Led by Principal/Owner **Bethany Womack**, Cypress Environmental provides a wide range of environmental consulting services, including environmental review record compilation and documentation of NEPA compliance.

Engaging Cypress Environmental on an as-needed basis allows us to rapidly deploy environmental specialists who are well-versed in both federal and state regulations. This strategic partnership not only strengthens our overall service capabilities, but also reflects our dedication to leveraging a diverse network of qualified subcontractors. A résumé for Ms. Womack is included as an attachment to this proposal, detailing her extensive experience and the scope of services offered by Cypress Environmental.

By collaborating with Cypress Environmental, Gouras & Associates can better address the environmental components of each grant-funded project while supporting WBE participation and ensuring our clients receive expert guidance on all environmental compliance matters.

BETHANY BARNETT WOMACK

Cypress Environmental of Bay County, LLC

P.O. Box 16062

Panama City, Florida 32406

Phone: 850-481-6824 / Email: bethany@cypressenvironmental.com

Education: **Bachelor of Arts**, Arts and Sciences, March 1996
University of South Alabama, Mobile, Alabama

Experience: **Principal / Owner** – February 2011 - Present
Cypress Environmental of Bay County, LLC, Panama City, Florida

- Environmental Permitting, FDEP / NFWFMD / ACOE
- Wetland Delineation, FDEP / NFWFMD / ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- Cultural Resource Monitoring / Survey Assistance for Registered Professional Archeologist
- NPDES Sediment and Erosion Control Inspection

Permitting Specialist/ Project Manager – August 1998 – February 2011
Garlick Environmental Associates, Inc., Panama City, Florida

- Environmental Permitting, FDEP/ACOE
- Wetland Delineation, FDEP/ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- Cultural Resource Monitoring / Survey Assistance for staff Registered Professional Archeologist
- NPDES Sediment and Erosion Control Inspection

Environmental Investigator - November 1996 – August 1998
Florida Department of Environmental Protection (FDEP), Panama City, Florida

- Conduct compliance inspections for the Environmental Resource Permitting Program
- Conduct field investigations of violations and develop case files when appropriate
- Review and process applications for dredge and fill activities
- Conduct wetland delineations using current Department standards
- Develop enforcement strategies for ensuring compliance with state statutes and rules
- Developed and conduct educational/informational workshops for the public
- Edited portions of the Operations & Procedures Manual for use as guides for the public

Training: Wetland Delineation, Florida Department of Environmental Protection (FDEP)
Hydric Soil Identification, FDEP
Ecosystem Management, FDEP
Aquatic Plant Identification, FDEP
Sovereign Submerged Lands, FDEP
Public Service Training, FDEP

Certifications: Stormwater Management Inspector, FDEP Certification No. 23692
Stormwater Management Instructor, FDEP Certification No. 573

Affiliations: The Society of Wetland Scientists
Science & Discovery Center of Northwest Florida, Board of Directors, Past-President

References Available Upon Request



VETERAN BUSINESS ENTERPRISE STATUS



Partnership with Veteran Business Enterprises

Gouras & Associates, LLC recognizes the unique value and expertise that Veteran-Owned Businesses (VOBs) bring to the table. Although we do not currently have an established VOB subcontractor relationship for this project, we are committed to identifying and collaborating with qualified Veteran-Owned Businesses whenever suitable opportunities arise. We believe that including VOBs in our subcontracting network not only strengthens our overall capabilities but also supports the broader goal of empowering veteran entrepreneurs.

As part of our ongoing outreach efforts, Gouras & Associates will continue to seek out and evaluate potential VOB partners for specialized services that align with our clients' project requirements. Through this approach, we aim to create meaningful partnerships that enhance project outcomes, foster diversity in our supplier base, and promote economic growth for Veteran-Owned Businesses.



COST & PRICING

Overall Combined Cost

In response to the City's recent addendum requiring a fee schedule, Gouras & Associates, LLC presents the following **hourly rate** structure. We also include our preferred **firm-fixed-price (lump-sum)** method, which aligns with federal guidance and minimizes administrative burden.

Fee Schedule (Per Addendum #1)

For any time-and-materials work (including post-grant close-out or termination) or supplemental tasks outside the lump-sum scope, we propose the following hourly rates:

Position	Hourly Rate
Subject Matter Expert	\$ 235.00
Senior Project Manager	\$ 235.00
Project Manager	\$ 215.00
Administrative/Clerical	\$ 75.00
Labor Compliance Officer	\$ 125.00

Non-labor expenses (e.g., travel, lodging, meals, mileage) will be invoiced **at published GSA rates** found at www.gsa.gov.

Firm-Fixed-Price (Lump-Sum) – Preferred Contracting Method

Although **time-and-materials** contracts are acceptable with appropriate safeguards (e.g., ceiling prices) and a high degree of Client oversight, **2 CFR 200.318(j)(1)** notes that they can only be used after a determination that no other contract is suitable. As such, Gouras & Associates, LLC, proposes the following lump-sum fee structure for administrative, compliance, and oversight activities required under this contract:

Proposed Lump-Sum Fees – Grant Implementation Period

- Each grant award totals **\$5,000,000**.
- Our administrative fee per grant is **\$250,000**.
- With two grants included in this proposal, the combined administrative fee is **\$500,000**.

Proposed Lump-Sum Fees – Post-Grant Close-Out or Termination Period

- Our administrative fee for post-grant closeout compliance support is included in the proposed lump-sum fee. No additional administrative fees are anticipated for the termination period, should a lump-sum fee structure be utilized.

Compliance with 2 CFR 200.318(j)

In accordance with **2 CFR 200.318(j)**, time-and-materials type contracts are considered a **least-preferred** contracting method because they lack a built-in incentive for cost control and efficiency. In contrast, **Gouras & Associates** proposes a **firm-fixed-price (lump-sum) contract**, which:

1. **Provides Greater Cost Certainty:** A lump-sum approach sets a fixed price, preventing cost overruns and giving the Client a clear understanding of total administrative expenses.
2. **Encourages Efficiency:** By operating under a firm fixed price, our team is motivated to manage labor and resources efficiently while maintaining high-quality deliverables.
3. **Reduces the Need for Additional Oversight:** Unlike time-and-materials contracts—which require a higher degree of monitoring—our firm-fixed-price structure simplifies oversight and mitigates administrative burden for both our team and the Client.

Lump-Sum, Milestone-Based Payment

To align payments with project progress, Gouras & Associates will invoice on a **lump-sum basis**, payable upon completion of **established project milestones**. An example milestone fee structure is below:

- Upon completion of pre-construction professional services procurement and execution of related contracts (e.g., engineering agreements, architectural agreements, etc.): 10% of Lump Sum Fee
- Upon completion of Environmental Review Activities: 10% of Lump Sum Fee
- Upon execution of Construction Contract: 10% of Lump Sum Fee
- Throughout the Construction Period: 65% of Lump Sum Fee, paid consistent with percentage of construction completion
- Upon submission of Project Closeout Documentation: 5% of Lump Sum Fee

By tying invoicing to objective project benchmarks, we promote transparency and accountability in project administration.

Cost Adjustments if Scope Changes

Should the scope of work evolve or additional services be required beyond the original project plan, any cost adjustments will be discussed and agreed upon with the Client in advance. This process promotes transparent communication and safeguards budgetary control throughout the grant lifecycle.

In summary, **Gouras & Associates' firm-fixed-price method** is consistent with **2 CFR 200.318(j)** and offers a practical, cost-effective approach to grant administration. This contracting model not only aligns with federal regulations but also provides the Client with clarity, budget predictability, and a strong assurance of efficient project management.



**P.O. BOX 1465
RIDGELAND, MS 39158**

601.605.8128 • chrisgouras@gourasandassociates.com



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RIDGELAND, MS 39158**

**601.605.8128
chrisgouras@gourasandassociates.com**

**CONTRACT BETWEEN CITY OF PENSACOLA AND
GOURAS & ASSOCIATES, LLC
BASED UPON REQUEST FOR QUALIFICATIONS #25-027**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20__, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and GOURAS & ASSOCIATES, LLC, (“Contractor”), a limited liability company authorized to do business in Florida, located at 605 Crescent Drive, Suite 102-B, Ridgeland, Mississippi 39157, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited a Request for Qualifications #25-027 on March 12, 2025 (“RFQ”), as described in Project Manual/Specifications, for ADMINISTRATION SERVICES CONSULTANT FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT, as modified by any addendum to the Request for Qualifications (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFQ Documents”); and

WHEREAS, in response to the RFQ Documents, the Contractor submitted to the City a proposal dated April 10, 2025, including a statement of qualifications and experience, and/or any other documents submitted in response to the RFQ Documents (“RFQ Response”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ Documents based on the Contractor’s RFQ Response and any other requested information, and the Parties have agreed upon negotiated fees and services (“Negotiated Terms”) as attached hereto in Exhibit C and incorporated herein by this reference; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFQ Documents and the RFQ Response, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor's Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached RFQ Documents and RFQ Response.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached Proposal and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Contractor and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☒ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses

associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

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

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Language Required.

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

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

CONTRACTOR

GOURAS & ASSOCIATES, LLC
(Contractor's Name)

By _____
Member

CHRIS G. GOURAS

By: _____
Member

(Printed Member's Name)

CITY OF PENSACOLA, FLORIDA

Mayor, D.C. Reeves

Attest: _____
City Clerk, Ericka L. Burnett

Approved as to Substance:

Department Director

Legal in form and execution:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBLCRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

- ☒ Lump Sum/Flat Fee
☐ Hourly Rate(s)
☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

- ☒ Lump Sum/Flat Fee: See page 44 of attached proposal
☐ Hourly Rate(s) are: _____
☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

Non-labor expenses (e.g., travel, lodging, meals, mileage) will be invoiced at published GSA rates found at www.gsa.gov

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

- ☐ One-time, lump sum at the end of the work/project
☒ After submission of monthly or periodic invoices
☐ Other: _____

ATTACHMENT "C"

FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

DAVIS - BACON REQUIREMENTS – 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) ***Frequently recurring classifications.***

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(2) The classification is used in the area by the construction industry; and

(3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is used in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will

notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) ***Unfunded plans.*** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) ***Interest.*** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding* —

(i) ***Withholding requirements.*** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the

funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) **Records and certified payrolls** —

(i) **Basic record requirements** —

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring

government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) ***Required disclosures and access*** —

(A) ***Required record disclosures and access to workers.*** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) ***Sanctions for non-compliance with records and worker access requirements.*** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) ***Required information disclosures.*** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(i) ***Apprentices*** —

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain,

coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) ***Withholding process.*** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) ***Anti-retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate

against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.**

Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the

application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Site and Utility, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A
RFQ DOCUMENTS

**CITY OF PENSACOLA
REQUEST FOR QUALIFICATIONS
RFQ NO.: 25-027**

**ADMINISTRATION SERVICES CONSULTANT FOR
FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT-
DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT**

The City of Pensacola is requesting sealed statements of interest and qualifications for two (2) Federally Funded Community Development Block Grants – Disaster Recovery (CDBG-DR) programs, more specifically familiar with the CDBG-DR Rebuild Florida Hometown Revitalization Program from professional firms experienced in providing administration services. The City of Pensacola was awarded **Five Million Dollars (\$5,000,000.00) per grant**, as follows:

- State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS016 [Baptist Agreement – see Attachment A]
- State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS017 [Pace/Cervantes Agreement – see Attachment B]

Procured services will be for the administration necessary for the success of the grants, including but not limited to Davis-Bacon administration and other federal regulation requirements, as specified in the executed grant agreements. Upon grant close-out or termination of each grant agreement, the Consultant shall be retained through a continuing services contract for a period of FIVE (5) years for the purpose of providing continued support as may be required.

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature**, and **six (6) additional copies**, plus **one (1) complete and identical electronic copy (SINGLE PDF FILE)** on CD or flash drive, must be received no later than **April 10, 2025, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The OUTER FACE of the sealed submittal package shall **identify the respondent, RFQ title, and RFQ number** (whether hand-delivered, mailed, or via UPS/Fedex or other courier service). Late submittals will not be accepted. Multiple submittals from the same entity will not be accepted.

Alternatively, electronic responses may be submitted to [Demandstar](#) or [Central Bidding](#). Both sites require registration and varying fees for notifications and document downloads.

Those submittals received will be opened and publicly read the **following business day** (*April 11, 2025, 10:00 A.M., local time*) via Microsoft Teams at the following link*: [Microsoft Teams bid reading link](#).

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Addenda will be posted to the City's website. **Bidders are responsible for obtaining addenda and are advised to check the website frequently.** There is no cost to view or download documents from the City website.

At the conclusion of the selection process, a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Respondents are advised to check the website frequently.

Any questions concerning the RFQ should be addressed and submitted in writing **no later than** March 31, 2025, at 10:00 A.M., local time, to:

Dedria Lunderman, Purchasing Manager
City Hall 6th Floor
222 West Main Street
Pensacola, Florida 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email ADACoordinator@cityofpensacola.com or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
D. C. Reeves
Mayor

The City of Pensacola provides equal access in employment and public services.

*Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the Microsoft Teams website before the meeting: <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>.

SECURITY NOTICE

Visitors to City Hall are required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

I. GENERAL INSTRUCTIONS

- A.** Firms responding to the RFQ must be available for interviews with the Selection Committee. These interviews will be held in person at City Hall, 222 West Main Street.
- B.** Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- C.** Submittals must be typed or printed. All corrections made by the firm prior to the opening must be initialed and dated by the authorized representative. No changes or corrections will be allowed after submittals are opened.
- D.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

II. SCHEDULE OF EVENTS (dates subject to change)

Date	Activity
March 12, 2025	Publish RFQ
March 31, 2025, 10:00 a.m.	Questions due
April 10, 2025, 2:30 p.m.	Responses due
April 11, 2025, 10:00 a.m.	Responses opened
April 16, 2025, 1:00 p.m.	Distribution of Materials for Review
April 22, 2025, 12:00 p.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Ranking / Shortlisting Responses
May 8, 2025, 11:00 a.m. City Hall 1st floor conference room 222 West Main Street, Pensacola, FL 32502	Evaluation Committee Meeting Oral Presentations (Optional) Recommendation of Contract Award

All times are local time.

III. BACKGROUND AND PURPOSE

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery

plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remained.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (FDC) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. FDC allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program. Activities eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Façade improvement to private or public structures in commercial areas.

The City of Pensacola is seeking to engage a qualified consultant to perform all necessary administrative duties for the two (2) above referenced CDBG-DR grant awards. It is the intent of this solicitation to select a single experienced consulting firm to oversee administration of both grant awards.

In addition, services provided after grant close-out (the "Continuing Services Period"), will be considered awarded on an "as needed" basis in accordance with a pre-determined fee schedule. During the Continuing Services Period, this contract will allow the City to solicit proposals directly from the consultant for individual projects, tasks, and to procure needed services. However, the City reserves the right to at any time solicit separate competitive proposals for any and all projects or tasks, regardless of fee or value. Selection as a consultant does not guarantee that the consultant will be called on a regular basis during the Continuing Service Period, nor does it guarantee a minimum level of compensation with respect to volume of work or fees.

IV. SCOPE OF SERVICES REQUIRED

Project Descriptions:

- 1. State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS016 [Baptist Agreement]**

Project Description: The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block

Grant – Disaster Recovery) funding to acquire, abate, and demolish a 20-acre portion of the abandoned, Baptist Hospital campus located in the center of a residential neighborhood in Pensacola, Florida. The City of Pensacola will use the funds awarded to prepare the acquired site for a community park.

Project Scope of Services: Tasks that will be executed by the selected consulting firm can be found in Exhibit A – Scope of Work Project HS 016.

2. State of Florida Department of Commerce Federally Funded CDBG-DR Rebuild Florida Hometown Revitalization Program; Commerce Agreement No.: HS017 [Pace/Cervantes Agreement]

Project Description: The City of Pensacola has been awarded Five Million Dollars (\$5,000,000.00) in CDBG-DR funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard. The city will revitalize the corridors by targeting acquisition of blighted and/or dilapidated commercial properties positioned to further the Westside Community Redevelopment Plans, acquired sites for redevelopment or reuse, rehabilitating commercial buildings, constructing commercial structures, and/or demolishing dilapidated buildings within the target area. Acquisition activities will be conducted by City staff.

Project Scope of Services: Tasks that will be executed by the selected consulting firm Can be found in Exhibit B – Scope of Work Project HS 017.

NOTE: The consultant selected for the Administration Services RFQ will not be required to complete the Environmental Administration Activities. Environmental review services are being solicited separately.

V. SUBMITTAL FORMAT

Responses shall be in the format as described below. Submittals should be bound and limited to fifty (50) pages (preferably numbered). The page count excludes the cover, cover letter, table of contents, section dividers that contain no text other than labels and any City-provided form. Each section in the submittal shall follow the format/organization as noted below. The selection of the short-listed firms will be based on the information provided on the forms and in the additional sections.

An Authorized Representative of the firm shall sign all submittal documentation. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals that are substantially incomplete or lack key information.

Submittals should include the following items and information along with other material to demonstrate Consultant's expertise and capability:

- A. Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. The table of contents will follow the cover letter. Included in the introduction section should also be the completed Certification Regarding Debarment forms and Submittal Signature Sheet included in this packet.

Required Forms

- 1) Signature Sheet
- 2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying Certification For Contracts, Grants, Loans, And Cooperative Agreements
- 3) State of Florida Affidavit Regarding the Use of Coercion for Labor and Services Pursuant to Florida Statute 787.06(13)
- 4) 52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- 5) 52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 6) Drugfree Workplace Certificate
- 7) Minority/Small/Women Business Enterprise Participation Form
- 8) Veteran Business Enterprise Participation Form
- 9) Bidder's List Collection Form (DBE Utilization)
- 10) Statement of No Response (only if not responding)
- 11) Acknowledgement of addenda (signed signature pages of addenda)

- B. Experience and qualifications of proposed staff (40 points):** The project team is comprised of the staff assigned to the specific project. The firm shall provide a letter of commitment for key staff members to be assigned to the project.

Describe the general and specific project-related capability of the assigned staff and indicate their depth and abilities to perform the tasks detailed in the attached scopes of work.

Include general qualifications, the multi-disciplinary nature of the individual or team assembled for this project, and specific evidence of relevant experience administering CDBG-DR grants, preferably Rebuild Florida grants, but not required.

Give a brief résumé of key persons to be assigned to the project, including, but not limited to:

- Name and title
 - Job assignment for other projects
 - Proposed job assignment for this project
 - Percentage of time to be assigned full time to this project
 - Number of years with the firm?
 - Number of years with other firms?
 - Experience (Type of projects? What was their specific project involvement?)
 - Education
 - Active Registration (if applicable)
 - Other experience and qualifications relevant to this project
- C. **Comparable Projects (20 points):** Summary of comparable projects in progress or completed, with the following information for each project:
- Reference name, with current contact information
 - Status of project (in progress or completed)
 - Grant amount & scale of project
 - Experience with Section 3 reporting, Davis-Bacon & other CDBG-DR regulations (specify).
- D. **Capacity and resources (15 points):**
- Describe in detail the necessary time and resource allocation anticipated for conducting the required Administration Services for each grant.
- E. **Certification as or partnership with an Minority/Small/Women Business Enterprise (3 points):**
- Indicate whether the firm is itself or is partnered with any City- certified Minority/Small/Women-Owned Business Enterprise.
- F. **Certification as or partnership with a Veteran Business Enterprise (2 points):**
- Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.
- G. **Quality of submittal (10 points):**
- Submittal organization and information flow
 - Conciseness of information
- H. **Cost (10 points):**
- Provide a fee schedule/hourly pricing AND flat rate, including a separate listing for the 5-year period post-grant close-out or termination.

VI. **EVALUATION OF SUBMITTAL**

Consultants responding to this RFQ should demonstrate the following:

- Experience in administering CDBG-DR, preferably Rebuild Florida Hometown Revitalization Program grants.
- Experience in preparation and submission of public notices for publication.
- Strong skills in written and oral communication.
- Experience in conducting Fair Housing activities.
- Experience in interpreting Federal and State regulations.
- Proven success overseeing grant compliance.
- Firm grasp of preparing Section 3 reports and coordinating Davis-Bacon activities.
- Experience in performing Administrative Services tasks which focus on grant reporting and compliance activities.

The City of Pensacola will evaluate all submittals to determine which Consultants have the experience and qualifications that are most suited for this project. The City of Pensacola may request personal interviews with the highest-ranked Consultants.

Responses will be ranked as follows:

100 Possible Points

Experience and qualifications of proposed staff	40
Comparable Projects	20
Capacity and resources	15
Certification as or partnership with a Minority/Small/Women Business	3
Certification as or partnership with a Veteran Business Enterprise	2
Quality of submittal	10
Cost	10

VII. INTERVIEW PROCESS

Firms will be evaluated for selection based upon the written material submitted to the City in response to this RFQ. An evaluation committee will review the submittals and the City may schedule oral presentations/interviews.

Firms selected for oral presentations/interviews will be required to have the proposed project manager present at and participate in the meeting. The evaluation committee will make a recommendation to the City regarding the selection of the firms.

VIII. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Firm warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. Selection Process

The selection process will be conducted under the Florida Statute §287.055 (Consultants' Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

C. Disadvantaged Business Enterprise Participation

State funds may be used for portions of the project during the term of the contract.

D. Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants shall procure and maintain insurance of the types and to the limits specified.

The term CITY as used in this section of the Contract is defined to mean the CITY of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the CITY for the CITY's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

1. WORKERS' COMPENSATION

The CONSULTANT shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease,

\$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY AND UMBRELLA LIABILITY COVERAGES

The CONSULTANT shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CITY shall be an Additional Insured for Commercial General Liability and umbrella liability and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CITY shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as outlined below must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability and independent contractors. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The City of Pensacola must be listed as an additional insured.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 CSL must be provided

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this contract. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis

and the City listed as an additional insured.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. If required by the CITY, the CONSULTANT shall furnish copies of the CONSULTANT's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CITY an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CITY an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The CONSULTANT shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the CITY and shall file with the CITY Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CITY, the CONSULTANT shall, upon instructions of the CITY, cease all operations under the Contract until directed by the CITY, in writing, to resume operations.

INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the CONSULTANT's coverage. The CONSULTANT's policies of coverage will be considered primary as relates to all provisions of the Contract.

LOSS CONTROL AND SAFETY

The CONSULTANT shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the CONSULTANT shall not be deemed to be an agent of the CITY. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

HOLD HARMLESS

The Consultant shall indemnify and hold harmless the City of Pensacola, its

officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The CONSULTANT agrees to pay on behalf of the CITY, as well as provide a legal defense for the CITY, both of which will be done only if and when requested by the CITY, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

**REQUEST FOR QUALIFICATIONS
CONTRACTUALSERVICES
GENERAL CONDITIONS**

To ensure acceptance, all respondents submitting qualifications to the City of Pensacola shall be governed by the following conditions, attached specifications and form(s) unless otherwise specified. Qualifications not submitted on the form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
2. **Qualification (RFQ) Bond:** None.
3. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
4. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
5. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
6. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page. Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
7. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the

development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

8. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
9. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices will govern in award.
10. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
11. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a firm wishing to submit a qualification must sign in with the name of the responding firm.
12. **Prohibited Conduct by Respondents:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFQs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
13. **Protests:** Protests of the plans, specifications, and other requirements of requests

for qualifications must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

14. **Public Records:** Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
15. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
16. **Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
17. **Rejection of Qualifications:** The City of Pensacola reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the City of Pensacola.
18. **Sealed Qualifications:** The specifications and all executed qualification forms must be submitted in a sealed envelope. All qualifications must be signed by an authorized representative of the respondent. In the event more than one qualification submittal deadline is scheduled for the same date and time, do not include qualifications concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the respondent, the RFQ title and the RFQ number.** It shall be the sole responsibility of the respondent to assure receipt of qualification at the Purchasing Office prior to the published time for the qualification submittal deadline. No qualification will be accepted after closing time for receipt of qualifications, **nor will any offers by telephone, fax, internet or email be accepted.**

19. **Tax:** The City of Pensacola is exempt from all State and local sales tax.
20. **Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of the Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment to the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
21. **Unauthorized Aliens:** The City of Pensacola shall consider employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

RFQ NO.: 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☐ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature _____ Date: _____

Printed Name: _____ Title: _____

Company: _____ Address: _____

Telephone: _____ City: _____

Fax: _____ State: _____ Zip: _____

E-mail: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____		
Vendor FEIN: _____	Phone Number: _____	
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Email Address: _____		

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) *"Coercion" means:*

1. *Using or threatening to use physical force against any person;*
2. *Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;*
3. *Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;*
4. *Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;*
5. *Causing or threatening to cause financial harm to any person;*
6. *Enticing or luring any person by fraud or deceit; or*
7. *Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.*

(2)(e) *"Labor" means work of economic or financial value.*

(2)(h) *"Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.*

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

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

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

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

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____

Date: _____

Authorized

Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**MINORITY / SMALL / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified as an S/M/D/WBE.

Respondent's Name:	Respondent's Designation

If your firm is partnering with or subcontracting with a certified S/M/D/WBE, please provide the information requested below.

NAME & DESIGNATION OF M/S/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: _____

Business Address: _____
Street City State Zip

County Business is located in: _____

Name of Contact Person: _____

Phone: () _____ Fax: () _____

Email Address: _____

Is this business certified as a Disadvantaged Business Enterprise? Yes No

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: _____ Years _____ Months

Part B: Project and Work Description

RFP # _____ Project Name: _____

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work? Yes* No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

STATEMENT OF NO RESPONSE
RFQ #25-027

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpenscola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

NATURE OF AWARD

☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)

☐ Insufficient time to respond

☐ Specifications unclear

☐ Equivalent options not offered

☐ Unable to meet specifications

☐ Other (please explain below)

Explanation:

We request to:

☐ remain in this service category for future City of Pensacola solicitations.

☐ be removed from this service category and remain on the City's solicitation list.

☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Exhibit A
Scope of Work Project HS016

- A. Deliverable No. 1 – Administration tasks during grant implementation:
- a.) Develop policies and programming documents to adopt related to special conditions in the subgrant agreement.
 - b.) Prepare procurement documents.
 - c.) Prepare a list of minority and women in business enterprise (MBE/WBE) firms operating in the area.
 - d.) Prepare and submit public notices for publication.
 - e.) Maintain financial records related to project activities on-site.
 - f.) Conduct a Fair Housing activity.
 - g.) Review contractor payrolls and interview employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland (“Anti-Kickback” Act).
 - h.) Prepare documentation for and participation in monitoring visits in person or virtually by FDC.
 - i.) Prepare financial activity for submission to FDC.
 - j.) Prepare and submit detailed monthly and quarterly reports to FDC.
 - k.) Prepare and submit Section 3 reports to FDC.
 - l.) Respond to citizen’s complaints.
 - m.) Prepare subgrant modification documents for submission to FDC for review and approval.
 - n.) Prepare responses to monitoring findings and concerns received from the FDC of HUD and submit as required.
 - o.) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to FDC.
 - p.) Monitor program agreements post-construction, post-demolition and/or post-rehabilitation.
 - q.) Perform Davis- Bacon compliance monitoring.
- B. Deliverable No. 2 – Continuing Services tasks to be provided after grant close - out for a period of 5 years:
- a. Provide documentation as requested to ensure continued compliance with specified grant program.

Exhibit B
Scope of Work Project HS017

- A. Deliverable No. 1 – Administration tasks during grant implementation:
- a.) Develop policies and programming documents to adopt related to special conditions in the subgrant agreement.
 - b.) Prepare procurement documents.
 - c.) Prepare a list of minority and women in business enterprise (MBE/WBE) firms operating in the area.
 - d.) Prepare and submit public notices for publication.
 - e.) Maintain financial records related to project activities on-site.
 - f.) Conduct a Fair Housing activity.
 - g.) Review contractor payrolls and interview employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland (“Anti-Kickback” Act).
 - h.) Prepare documentation for and participation in monitoring visits in person or virtually by FDC.
 - i.) Prepare financial activity for submission to FDC.
 - j.) Prepare and submit detailed monthly and quarterly reports to FDC.
 - k.) Prepare and submit Section 3 reports to FDC.
 - l.) Respond to citizen’s complaints.
 - m.) Prepare subgrant modification documents for submission to FDC for review and approval.
 - n.) Prepare responses to monitoring findings and concerns received from the FDC of HUD and submit as required.
 - o.) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to FDC.
 - p.) Monitor program agreements post-construction, post-demolition and/or post-rehabilitation.
 - q.) Perform Davis- Bacon compliance monitoring.
- B. Deliverable No. 2 – Continuing Services tasks to be provided after grant close - out for a period of 5 years:
- a.) Provide documentation as requested to ensure continued compliance with specified grant program.

QUALIFICATION NO. 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT
EVALUATION SHEET

Name of Firm(s): _____

Reviewer: _____

	Possible Points	Points	Given
1. <u>Experience and qualifications of proposed staff</u>	40	_____	
b. Qualifications of assigned staff			
c. Experience of staff on projects of similar size and scope			
2. <u>Comparable projects</u>	20	_____	
a. Number of projects of similar size and scope successfully completed and/or underway			
b. Experience with Section 3 reporting, Davis-Bacon and/or other CDBG-DR regulations (specify)			
3. <u>Capacity and resources</u>	15	_____	
a. Staff current workload			
b. Resources available to staff			
c. Hours needed monthly to conduct tasks listed in scope of work			
4. Certified as or partnered with City-certified DBE/MBE/SBE/WBE	3	_____	
5. Certified as or partnered with VBE	2	_____	
6. <u>Quality of submittal</u>	10	_____	
a. Submittal organization and information flow			
b. Conciseness of information			
7. <u>Cost</u>	10	_____	
Fee schedule / hourly pricing & Flat Rate			
TOTAL POINTS	100	_____	

Notes:

**CONTRACT BETWEEN CITY OF PENSACOLA
AND
[xxxCONTRACTORxxx]
BASED UPON REQUEST FOR QUALIFICATIONS #_____**

THIS CONTRACT (“Contract”) is made this ____ day of _____, 20____, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and _____, (“Contractor”), a corporation authorized to do business in Florida, located at _____, (the City and Contractor collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, the City solicited a Request for Qualifications #_____, on _____, 20____ (“RFQ”), as described in Project Manual/Specifications for _____, as modified by any addendum to the (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFQ”); and

WHEREAS, in response to the RFQ, the Contractor submitted to the City a statement of qualifications and experience (“SOQ”) dated _____, 20____, and/or any other documents submitted in response to the RFQ, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, the City has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ based on the Contractor’s SOQ and any other requested information, and the Parties have agreed upon negotiated fees and services (“Negotiated Terms”) as attached hereto in Exhibit C and incorporated herein by this reference; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFQ and the SOQ, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

Section 1. Recitals.

The recitals contained above are true and correct and are incorporated into this Contract.

Section 2. Contractor’s Obligations.

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions

supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. The City or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the City against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

Section 3. Term of Contract.

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached RFQ and SOQ.

Section 4. Payment.

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached SOQ and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Contractor and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Bond.

Is a bond required? ☐ Yes ☐ No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the City in the City's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the City, the Contractor shall within five (5) days of written notice from the City furnish a new or additional bond in full sum and satisfactory to the City. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the City. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.

Section 6. Performance Schedule.

The Contractor shall commence and complete all work and services pursuant to the Contract.

Section 7. Necessary Approvals.

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local

laws, ordinances, rules, and regulations, and in accordance with the Contract.

Section 8. No Waiver.

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

Section 9. Governing Law.

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

Section 10. Venue.

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination.

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

Section 12. Assignment.

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

Section 13. No Other Agreements.

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 14. Remedies for Failure to Perform or Breach of Contract.

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

Section 15. Termination for Convenience.

The City may terminate this Contract without cause upon thirty (30) days prior written notice.

Section 16. Public Records Act.

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

Section 17. Mandatory Use of E-Verify System.

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of

Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

Section 18. Federal Required Language

Since the parties anticipate that federal funding will be applied to this Agreement, federal contract clauses contained in Attachment "C" must be complied with, where applicable, in addition to the clauses already mentioned.

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

CONTRACTOR

THE CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, D. C. Reeves

By _____
President

Attest: _____
City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest _____
Corporate Secretary

Department Director

(CORPORATE SEAL)

Legal in form and execution:

City Attorney

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502

Attachment "B"
PAYMENT SCHEDULE

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
 - ☐ Lump Sum/Flat Fee
 - ☐ Hourly Rate(s)
 - ☐ Other: _____

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
 - ☐ Lump Sum/Flat Fee: _____
 - ☐ Hourly Rate(s) are: _____
 - ☐ Other: _____

3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
 - ☐ One-time, lump sum at the end of the work/project
 - ☐ After submission of monthly or periodic invoices
 - ☐ Other: _____

Addendum Date: April 3, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**ADMINISTRATION SERVICES CONSULTANT FOR FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT**

BID No. 25-027

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company:_____ Date:_____

Authorized
Representative:_____ Title:_____

Printed Name

Signature:_____

Questions and Answers

1. Is there an incumbent currently facilitating Pensacola's CDBG-DR Rebuild Florida Hometown Revitalization Program grant and if so, who is it?
- A. Hilary Halford is facilitating the Cervantes/Pace grant (HS017), and Anna-Kate Baygents is handling the Baptist grant (HS016).

Attachment "C"
FEDERAL CONDITIONS

Required Contract Provisions

1. BREACH OF CONTRACT TERMS (2 CFR § 200 Appendix II(A))
The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.
2. TERMINATION FOR CAUSE OR CONVENIENCE(2 CFR § 200 Appendix II(B))
The City may terminate this Contract for cause or for convenience upon thirty (30) days prior written notice.
3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
Clean Air Act
Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.

Federal Water Pollution Control Act
The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
The contractor agrees to report each violation to the City of Pensacola and understands and agrees that the City of Pensacola will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with assistance provided by the federal government.
4. DEBARMENT AND SUSPENSION
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by City of Pensacola. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Pensacola, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. ACCESS TO RECORDS

The Contractor agrees to provide the City of Pensacola, the federal officials, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the federal government or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City of Pensacola and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal government or the Comptroller General of the United States.

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

7. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR

RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Pensacola shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. BYRD ANTI-LOBBYING AMENDMENT.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the attached certification (Appendix A).

ATTACHMENT “C”
DAVIS BACON REQUIREMENTS - 29 CFR 5.5

(1) *Minimum wages* —

(i) ***Wage rates and fringe benefits.*** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\) and \(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding** —

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime

contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
- (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\) through \(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms “laborers and mechanics” include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [REDACTED], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

EXHIBIT A
RFQ DOCUMENTS

SAMPLE

EXHIBIT B

QUALIFICATION

The Qualification dated _____, which Contractor submitted in response to the RFQ Documents (Exhibit A), includes all attachments and addenda submitted by Contractor.

SAMPLE

EXHIBIT C
NEGOTIATED TERMS

SAMPLE

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and **City of Pensacola, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43) approved September 30, 2021 (hereinafter the "Appropriations Act") The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends June 30, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development or their designee approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly, quarterly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR_570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.

- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.
- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines,

in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right

to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

DocuSign Envelope ID: 01AAAB26-E847-4F4B-8707-EE8157B77367

Commerce Agreement No.: HS016

Eddy Gedeon Jr.107 E. Madison Street, MSC 400Tallahassee, Florida 32399Ph: (850) 921-3283Eddy.Gedeon@commerce.fl.gov

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin BoyerGrants and Special Projects, Coordinator222 W. Main StreetPensacola, Florida 32502Ph: (850) 435-1822kboyer@cityofpensacola.com

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Five Million Dollars and Zero Cents (\$5,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.
- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.
- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.
- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.
- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with

CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

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- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA

DEPARTMENT OF COMMERCE

By		By	
	Signature		Signature
	Darcy Curran Reeves		J. Alex Kelly
Title	Mayor	Title	Secretary
Date	7-23-2024	Date	8/6/2024
Federal Tax ID #	59-6000406		
UEI #	UBMRAF87HQP5		

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: 
8/6/2024
Approved Date: _____

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Facade improvements to private or public structures in commercial area

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding to acquire, abate, and demolish a 20-acre portion of the abandoned, Baptist Hospital campus located in the center of a residential neighborhood in Pensacola, Florida. The City of Pensacola will use the funds awarded to prepare the acquired site for a community park.

3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:
- 1) Organizational Chart with contact information;
 - 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
 - 3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
 - 4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Subrecipient shall provide photographs of projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.

- 3) Prepared procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities on-site.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
- 10) Maintain project files.
- 11) Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
- 12) Prepare documentation for and participated in monitoring visits in person or virtual by Commerce.
- 13) Prepare financial activity for submission to Commerce.
- 14) Prepare and submit detailed monthly and quarterly reports to Commerce.
- 15) Prepare and submit Section 3 reports to Commerce.
- 16) Respond to citizens' complaints.
- 17) Prepare subgrant modification document for submission to Commerce for review and approval.
- 18) Prepare responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
- 19) Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

B. Deliverable No. 2 – Acquisition

Acquisition activity will be completed in accordance with the Uniform Relocation Act and Commerce guidelines for the following properties:

- 1) Acquire parcels within the contiguous L-shape, 20-acre portion of the former Baptist Health Care E. Street Campus the property located at Baptist Health Care E Street Campus:
 - a. Prepare/distribute public notices.
 - b. Perform Phase I Environmental Site Assessment.
 - c. Provide legal services related to acquisition of the property (including closing, title search and deed).
 - d. File/record all associated documents with the Clerk of Court.
 - e. Obtain and review appraisal based upon independent cost estimate and market value.
 - f. Pay negotiated final property cost.

C. Deliverable No. 3 – Demolition and Construction

Tasks that are eligible for reimbursement are as follows:

- 1) Hire a Florida licensed demolition contractor to perform demolition activities in accordance with design plans and working drawings of the Baptist Hospital property.
- 2) Hire a Florida licensed contractor to perform construction activities in accordance with design plans and working drawings.

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Project Implementation tasks as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost- \$125,000.00		
Deliverable No. 2 – Acquisition		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Engineering Services tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of any one task at each individual site as identified in Deliverables 4.B and evidenced by submittal of the following documentation: 1) Clear title and closing documents. 2) Invoice package in accordance with Section 7 of this Agreement.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost- \$1,250,000.00		
Deliverable No. 3 – Demolition and Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost- \$3,625,000.00		

Total Project Costs Not to Exceed \$5,000,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
 - 4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
 - 5) A copy of all supporting documentation for vendor payments.
 - 6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.

- C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract Number: _____

Project Title: _____

Activity		Budget			
Activity	Description	CDBG-DR Amount	Other Funds	Source*	Total Funds
1. Project Implementation					
2. Engineering Services					
3. Construction					
4. Acquisition					
TOTALS					

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

Attachment C – Activity Work Plan (Example)

Subrecipient

Contract Number:

Project Title:

Date Prepared:

Project Budget:

Modification Number:

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	Estimated Funds Leveraged to be Expended per "Activity End Date"	Estimated Funds to be Requested per "Activity End Date"

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
 - b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development

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Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.
10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b)(4).
12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be

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made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

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(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination**1. 24 CFR part 6**

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 24 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and

will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 - F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
 - B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
 - C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

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- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
 - D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
3. **Flood Disaster Protection**
Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.
4. **Lead-Based Paint**
The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35
5. **Historic Preservation**
Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

- A The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of

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- federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
 - G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
 - H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
 - J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.208 and/or 2 CFR § 200.339.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries/emails or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

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Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken;
- 5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;

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- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR part 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;

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7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:



Date:

7-23-2024

Name: Darcy Curran Reeves

Title: Mayor

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.

3.

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Project Description and Deliverables, Project Budget and Activity Work Plan***.

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$5,000,000.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-ER (Community Development Block Grant – Economic Recovery) funding to acquire, abate, and demolish the 45-acre, abandoned, Baptist Hospital located in the center of a residential neighborhood in Pensacola, Florida.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?

☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

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Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 - Procurement of recovered materials.

(K) See 2 CFR § 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between [insert Subrecipient name] (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

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Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA

By

Signature

Darcy Curran Reeves

Title

Mayor

Date

7-23-2024**DEPARTMENT OF COMMERCE**

By

Signature

J. Alex Kelly

Title

Secretary

Date

8/6/2024

Commerce Agreement No.: HS017

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, (hereinafter referred to as "Commerce" or "Grantee") and the **City of Pensacola, Florida** (hereinafter referred to as "Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L. 117-43) approved September 30, 2021 (hereinafter the "Appropriations Act") The requirements of the Appropriations Act and implementing regulations at 24 CFR 570, and the requirements of the Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022) (hereinafter the "Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 *et seq.*) and described in the 2022 State of Florida Action Plan for Disaster Recovery, as now in effect and as may be amended from time to time (hereinafter the "Action Plan").

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low- and moderate-income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes Attachment A, Scope of Work. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to same shall prevail, at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR 75, 29 CFR 95, 2 CFR 200, 20 CFR 601, 24 CFR 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins upon execution by both Parties (the "Effective Date") and ends June 30, 2027, unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary of the Division of Community Development or their designee approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

- (a) Subrecipient's performance under this Agreement shall be subject to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.
- (b) Representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- (c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.
- (d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.
- (e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award.. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request

for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
 3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.
- (f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.
- (g) Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.
- (h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

- (a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.
- (b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@Commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as Attachment J. Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.
- (c) In addition to the submission requirements listed in Attachment I, Audit Requirements, Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.
- (d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports.

Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly, quarterly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A,

and the expenditure of funds under this Agreement. Within 10 calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, if all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are completed to Commerce's satisfaction. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

- (a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR 200 and 24 CFR 570.489.
- (b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.
- (c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR 200.521.
- (d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Paragraph (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits.

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

- (a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.
- (b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce, but is an independent contractor.
- (c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused

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by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

- (d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default.

If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (12) Remedies or pursue any remedy at law or in equity, without limitation:

- (a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;
- (b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;
- (c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;
- (d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.
- (e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance

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or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(12) Remedies.

If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within those thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by Commerce sent in conformity with Paragraph (16) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution.

Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

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- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@Commerce.fl.gov or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

- (a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

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- (b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.
- (d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is determined.
- (e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.
- (f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of \$25,000 must either:
 - 1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
 - 2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.
- (g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

- (a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.
- (b) The name and address of Commerce's Primary Grant Manager for this Agreement is:

Eddy Gedeon Jr.107 E. Madison Street, MSC 400Tallahassee, Florida 32399

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Ph: (850) 921-3283Eddy.Gedeon@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin BoyerGrants and Special Projects, Coordinator222 W. Main StreetPensacola, Florida 32502Ph: (850) 435-1822kboyer@cityofpensacola.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts.

If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR 200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions.

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

- (a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- (b) This Agreement contains the following attachments:
 - Attachment A – Scope of Work
 - Attachment B – Project Budget (Example)
 - Attachment C – Activity Work Plan (Example)
 - Attachment D – Program and Special Conditions
 - Attachment E – State and Federal Statutes, Regulations and Policies
 - Attachment F – Civil Rights Compliance
 - Attachment G – Reports
 - Attachment H – Warranties and Representations
 - Attachment I – Audit Requirements
 - Exhibit 1 to Attachment I – Funding Sources
 - Attachment J – Audit Compliance Certification
 - Attachment K – SERA Access Authorization Form
 - Attachment L – 2 CFR Appendix II to Part 200
 - Attachment M – Subrogation Agreement

(20) Funding/Consideration.

- (a) The funding for this Agreement shall not exceed ***Five Million Dollars and Zero Cents (\$5,000,000.00)***, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.
- (b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.
- (c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.
- (d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.
- (e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient.

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- (f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.
- (h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.
- (i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.
- (j) Funding for this Agreement is appropriated under Public Law 117-43, Division I, the "The Disaster Relief Supplemental Appropriations Act, 2022" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").
- (k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

- (a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.
- (b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.
- (c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.
- (d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR 570.483(b), (c), and (d); provided, however, Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.
- (e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.
- (f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.
- (b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.
- (c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.
- (d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.
- (e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- (f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.
- (g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.
- (h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.
- (i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- (j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR 200.474.
- (k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

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- (l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.
- (m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- (n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

- (a) No funds or other resources received from Commerce under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- (b) Subrecipient certifies, by its signature to this Agreement, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - 3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(24) Copyright, Patent and Trademark.

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

- (a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

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- (b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.
- (c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

- (a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.
- (b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

- (a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@Commerce.fl.gov within one (1) business day from receipt of the request.
- (b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.
- (c) This Agreement may be terminated by Commerce for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.
- (d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor

transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

- (e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.
- (f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.
- (g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.
- (h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.
- (i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- (j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or

Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

- (k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.
- (l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

- (a) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- (b) Section 448.095, F.S., requires the following:
 - 1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
- (c) If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(28) Program Income.

- (a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR 200, 24 CFR 570.504, and the terms of this Agreement.
- (b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives.

All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit to low- and moderate- income persons;
- (b) Aid in prevention or elimination of slums or blight; and
- (c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

- (a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- (b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.
- (c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
- (d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.
- (e) Unless justified by Subrecipient, and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to Subrecipient or its subcontractor or assignee.
- (f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
- (g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.
- (h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; Commerce may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF PENSACOLA, FLORIDA

DEPARTMENT OF COMMERCE

By


Signature
Darcy Curran Reeves

By


Signature
J. Alex Kelly

Title

Mayor

Title

Secretary

Date

7-23-2024

Date

7/29/2024

Federal

Tax ID #

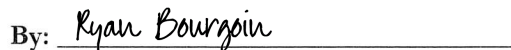
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Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: 

Approved Date: 7/28/2024

Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

On September 16, 2020, Hurricane Sally (DR-4564) swept over the Florida panhandle as a Category 2 hurricane, bringing heavy rainfall and flooding. The impacts of Hurricane Sally further demonstrated the need for an effective, comprehensive long-term recovery plan that would address and meet the remaining needs of Floridians following this catastrophic event. In the wake of this natural disaster, Florida came together to recover and rebuild, but significant unmet needs remain.

Recognizing this, Congress appropriated, and the U.S. Department of Housing and Urban Development (HUD) allocated a total of \$187 million in funding to support long-term recovery efforts following Hurricane Sally through the Florida Department of Commerce's (Commerce's) Community Development Block Grant Disaster Recovery (CDBG-DR) Program. Commerce has allocated \$15,992,308.74 of this funding for the Rebuild Florida Hometown Revitalization Program through the CDBG-DR Program.

Activities that are eligible under the Rebuild Florida Hometown Revitalization Program include:

- Public facility improvements, including streetscapes, lighting, sidewalks, and other physical improvements to commercial areas;
- Acquisition, demolition, site preparation, or rehabilitation of commercial structures carried out by a unit of local government;
- Assistance to small businesses for rehabilitation and physical improvements to their places of business; and
- Facade improvements to private or public structures in commercial area

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard. The City will revitalize the corridors by targeting acquisition of blighted and/or dilapidated commercial properties positioned to further the Westside Community Redevelopment Plans, preparing acquired sites for redevelopment or reuse, rehabilitating commercial buildings, constructing commercial structures, and/or demolishing dilapidated buildings within the target area.

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (30) calendar days of execution of the Agreement:

- 1) Organizational Chart with contact information;
- 2) Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions included with the monthly report.
- 3) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.

- 4) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Hometown Revitalization Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 - 1) Procurement policies and procedures that incorporate 2 CFR 200.317-326.
 - 2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
 - 3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
 - 4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 - 5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Subrecipient shall provide photographs of projects to document progress with quarterly reports or when requested by the Commerce.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable No. 1 – Project Implementation

Tasks that are eligible for reimbursement are as follows:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Develop policies and program documents for the Recipient to adopt related to special conditions listed in this subgrant agreement.

- 3) Prepare procurement documents.
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
- 5) Prepare and submit public notices for publications.
- 6) Maintain financial records related to project activities on-site.
- 7) Conduct a Fair Housing activity.
- 8) Attend a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Review contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
- 10) Maintain project files.
- 11) Attend meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
- 12) Prepare documentation for and participate in monitoring visits in person or virtual by Commerce.
- 13) Prepare financial activity for submission to Commerce.
- 14) Prepare and submit detailed monthly and quarterly reports to Commerce.
- 15) Prepare and submit Section 3 reports to Commerce.
- 16) Respond to citizens' complaints.
- 17) Prepare subgrant modification document for submission to Commerce for review and approval.
- 18) Prepare responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
- 19) Project Closeout, Certification of Completion, Grant Closeout Package completed and submitted to Commerce.
- 20) Prepare documentation and present to required boards and Council for required approvals.
- 21) Conduct planning and site/property analysis activities to select property best suited for acquisition, rehabilitation and/or demolition.
- 22) Review applications and prepare documentation necessary for program administration and management.
- 23) Prepare program documents related to special conditions required by CDBG funding.
- 24) Conduct surveys necessary to inform project, including lead-based paint and asbestos surveying.
- 25) Monitor program agreements post-construction/demolition/rehabilitation.

B. Deliverable No. 2 – Acquisition/Pre-Development

Pre-Development activities, including acquisition, will be completed prior to development, rehabilitation, demolition and/or the physical preparation of property for development within the approved project area. Acquisition activity will be completed in accordance with the Uniform Relocation Act and Commerce guidelines for properties located within the approved project area. Tasks that are eligible for reimbursement are as follows:

- 1) Acquire eligible properties located within the approved project area along Pace Blvd and/or Cervantes St. including all purchase and closing costs.
- 2) Prepare/print/publish/distribute public notices related to pre-development and acquisition activities.
- 3) Procure pre-development services to inform acquisition, demolition, rehabilitation and/or development of eligible properties such as appraisals, title services, studies, assessments and/or reports (ex. environmental, capital needs, property improvement), property inspections, feasibility and site analysis, testing (ex. asbestos/lead-based paint/soils) and/or surveys.
- 4) Perform environmental remediation or monitoring, as needed, to allow for redevelopment and/or rehabilitation of eligible properties.

- 5) Produce plans, specifications, manuals and/or work write-ups for rehabilitation and demolition activities related to properties located within the approved project area.
- 6) File/record all documents associated with acquisition and/or predevelopment of eligible properties with the Clerk of Court.
- 7) Procure legal services related to acquisition and predevelopment activities for eligible property (ex. closing, title search, deed).

C. Deliverable No. 3 – Demolition and Construction

Tasks that are eligible for reimbursement are as follows:

Hire a Florida licensed contractor to perform construction, demolition, and/or site activities in accordance with plans, specifications, and/or working drawings. Items are site dependent and may include:

1. Contractor to obtain required insurance and bonding.
2. Contractor to mobilize to jobsite to begin construction activities.
3. Contractor to rehabilitate commercial buildings within the approved project area.
4. Contractor to demolish properties.
5. Contractor to install, expand, and/or retrofit infrastructure necessary to accommodate redevelopment and/or reuse.
6. Procure services for Davis Bacon compliance monitoring.
7. Prepare/print/publish/distribute public notices related to construction/demolition/site preparation activities.
8. File/record all documents associated with rehabilitation and/or demolition of eligible buildings with the Clerk of Court.
9. Procure professional services necessary to manage construction, demolition and/or site preparation activities in progress (ex. CEI).

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Project Implementation tasks as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll, timesheets and other supporting documentation, as applicable.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 1 Cost- \$614,781.00		

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Deliverable No. 2 – Acquisition/Pre-Development		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Acquisition/ Pre-Development tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.B of this Scope of Work, evidenced by submittal of the following documentation: 1) Engineering design, working drawings and associated cost estimates, if applicable; 2) Copies of all required permits, if applicable; 3) Copy of Environmental Review/Assessment; and 4) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 2 Cost- \$3,233,619.00		

Deliverable No. 3 – Demolition and Construction		
TASKS	MINIMUM LEVEL OF SERVICE	FINANCIAL CONSEQUENCES
Subrecipient shall complete Construction tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.C of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion; 2) Photographs of project in progress and completed; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
Deliverable 3 Cost- \$1,151,600.00		
Total Project Costs Not to Exceed \$5,000,000.00		

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COST SHIFTING: The deliverable amounts specified within the Deliverables Section 5 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from Commerce's Grant Manager is required for changes to the above Deliverable amounts that do not exceed **25%** of each deliverable total funding amount. Changes that exceed **25%** of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

6. COMMERCE RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

- A. Subrecipient shall provide one (1) invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 - 1) A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
 - 2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
 - 3) A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete, as appropriate to the deliverable.
 - 4) Photographs of the project in progress and completed work, as appropriate to the deliverable.
 - 5) A copy of all supporting documentation for vendor payments.
 - 6) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

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- 1) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - 2) A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.
- D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Enterprise Resource Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____

Contract Number: _____

Project Title: _____

Activity		Budget		
Activity	Description	CDBG-DR Amount	Other Funds	Source*
1. Project Implementation				
2. Engineering Services				
3. Construction				
4. Acquisition				
TOTALS				

*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient _____

Project Title: _____

Project Budget: _____

Contract Number: _____

Date Prepared: _____

Modification Number: _____

Activity Start Date (month/year)	Activity End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment 1 – Scope of Work.	Estimated Leveraged Funds to be Expended per “Activity End Date”	Estimated Funds to be Requested per “Activity End Date”

Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.
2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).
3. Subrecipient shall request Commerce's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Copies of the following procurement documents must be provided to Commerce for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication.
 - b. Commerce will either approve the procurement or notify Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5,000, Subrecipient shall complete the following:
 - a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITIES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUDED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR 42, 49 CFR 24 and 24 CFR 570.606(b), the requirements of 24 CFR 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR 570.606(d), governing optional relocation assistance policies.

6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, and waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons, as defined by 24 CFR 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.
7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a debarment check of SAM.gov for all prime and subcontractors.
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.
10. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to Commerce:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR 570.487(b)(4).
12. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future

disposition of that real property shall be in accordance with 24 CFR 570.505. Any future change of use of real property shall be in accordance with 24 CFR 570.489(j).

13. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR 570.489(g). Title 24 CFR 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the Recipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.
18. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register (FN) notice, 87 FR 6364 (Docket No. FR-6303-N-01) (February 3, 2022), and 87 FR 31636 (Docket No. FR-6326-N-01) (May 24, 2022). Notwithstanding the foregoing, the Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by the Grantee;
- (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR 200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR 200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/>, in accordance with 2 CFR 25, appendix A, and must have a Unique Entity Identifier (UEI) number. Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR 24, 24 CFR 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination**1. 24 CFR 6**

Subrecipient will comply with 24 CFR 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR 40 for residential structures, and appendix A to 41 CFR 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR 1).

A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 24 CFR 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Approved Plan

Subrecipient agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1965, as amended, and implementing regulations at 41 CFR 60. The Grantee shall provide Affirmative Action guidelines to Subrecipient to assist in the formulation of such program. Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

B. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient shall take the affirmative steps listed in 24 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when Subrecipient procures property or services under this agreement.

C. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

IX. Labor and Employment

1. Labor Standards

Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR 75 (formerly 24 CFR 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract".

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants

for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
 - E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
 - F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
3. **Section 3 Benchmarks and Reporting**
- A. **Benchmarks.** Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 - 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 - 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
 - B. **Reporting.** If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR 75.23, pursuant to 24 CFR 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
 - C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon subrecipient request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- C. The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401,

Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.

- D. **Energy Efficiency:** Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. **Flood Disaster Protection**

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with 24 CFR 58.6(a) and Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. **Lead-Based Paint**

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title and 24 CFR 35

5. **Historic Preservation**

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR 800 insofar as they apply to the performance of this agreement.

The process typically involves obtaining approval not just from the State Historic Preservation Officer, but also, when relevant, from tribal authorities. This approval is required for a range of projects that could impact historic resources. These include, but are not limited to, rehabilitation and demolition of properties that are fifty years old or older or listed on a Federal, state, or local historic property list. Furthermore, this extends to new construction projects, particularly those located in areas known to have archaeological resources or in any area that could potentially affect the historic character of an eligible district.

XIV. Additional Regulations

- A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.
- C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

- E. **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- F. **Purchase of American-Made Equipment and Products:** Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- G. **The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117),** which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- H. **Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333)** — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- I. **Resource Conservation and Recovery Act (RCRA).** Under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- J. **Immigration Reform and Control Act.** Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR 200.208 and/or 2 CFR 200.339.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG-DR Office. (This does not count as a fair housing activity.)

Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries/emails or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a Commerce-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-DR project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken;
- 5) Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. Subrecipient shall use this list to solicit companies to bid on CDBG-DR-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Florida Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
- 6) Incorporate the Equal Employment Opportunity clause set forth in 41 CFR 60-1.4(b) into any contracts or subcontracts that meets the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;

- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each Section 504/ADA call or email:
 - a) The nature of the call or email,
 - b) The actions taken in response to the call or email and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR 35, and Title III, 28 CFR 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Per the 29 CFR 75, Subrecipients and their contractors must track and document the number of Section 3 and Targeted Section 3 labor hours worked by low- and moderate-income individuals on CDBG-DR-funded projects. This detailed account of labor hours should then be included in the comments section of each quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 75.
- F. Noncompliance with HUD's regulations in 24 CFR 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

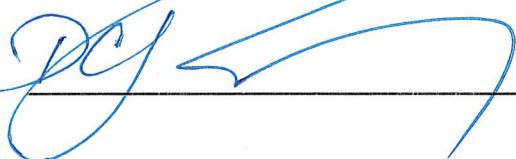
As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR 570.490(b) – Unit of general local government's record;
6. 24 CFR 570.606(b) – Relocation assistance for displaced persons at URA levels;

7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that City of Pensacola shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:



Date:

7-23-2024

Name: Darcy Curran Reeves

Title: Mayor

Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (11) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January.

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce Grant Manager no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@Commerce.fl.gov and Commerce Grant Manager within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to Commerce Grant Manager by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the **Project Description and Deliverables, Project Budget and Activity Work Plan**.
8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR 200 (and particularly 2 C.F.R. 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR 200.1.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.1 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of Subrecipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@Commerce.fl.gov

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of Subrecipient directly to:

Electronic copies (preferred):

Audit@Commerce.fl.gov

or

Paper (hard copy):

Department of Commerce

MSC # 75, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency: U.S. Department of Housing and Urban Development

Federal Funds Obligated to Subrecipient: \$5,000,000.00

Catalog of Federal Domestic Assistance Title: Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii

Catalog of Federal Domestic Assistance Number: 14.228

Project Description: The City of Pensacola has been awarded Five Million Dollars and Zero Cents (\$5,000,000.00) in CDBG-DR (Community Development Block Grant – Disaster Recovery) funding with intent of acquisition, demolition, and rehabilitation of two key commercial corridors within the City-designated Westside Community Redevelopment Area (CRA): West Cervantes Street and North Pace Boulevard.

This is not a research and development award.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR 570.480–570.497.
3. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to Section 215.97, Florida Statutes: N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A

NOTE: Title 2 CFR 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@Commerce.fl.gov.

Subrecipient:

FEIN:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and the Department of Commerce (Commerce)?

☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Subrecipient expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year?

☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Subrecipient and Commerce? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Subrecipient expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, subpart F, as revised.

By signing below, I certify, on behalf of Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L**2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 4242-4240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute

the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR 200.323 - Procurement of recovered materials.

(K) See 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR 200.322 - Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida Department of Commerce

Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement") is made and entered by and between City of Pensacola, Florida hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (the "CDBG-DR Program") administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits ("DOB") as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"): Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

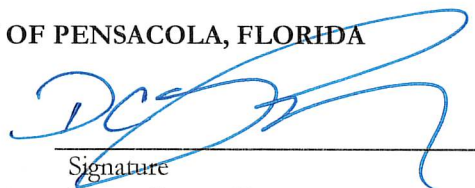
~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF PENSACOLA, FLORIDA

By


Signature
Darcy Curran Reeves

Title

Mayor

Date

7-23-2024

DEPARTMENT OF COMMERCE

By


Signature
J. Alex Kelly

Title

Secretary

Date

7/29/2024

EXHIBIT B
RFQ RESPONSE



P.O. BOX 1465
RIDGELAND, MS 39158

601.605.8128
chrisgouras@gourasandassociates.com



Gouras & Associates, LLC

City of Pensacola, Florida

Proposals for
Administration Services Consultant for Federally Funded Community
Development Block Grant – Disaster Recovery (CDBG-DR), Rebuild
Florida Hometown Revitalization Program Grant

Submitted To:

City Hall
222 West Main Street
Pensacola, Florida 32502
Attention: Purchasing

Firm Contact Person: Chris G. Gouras, Jr., Member

P.O. BOX 1465
RIDGELAND, MS 39158

601.605.8128 • chrisgouras@gourasandassociates.com



INTRODUCTION



P.O. BOX 1465
RIDGELAND, MS 39158

(O) 601.605.8128

(F) 601.605.8129

April 10, 2025

Dedria Lunderman, Purchasing Manager
City Hall – 6th Floor
222 West Main Street
Pensacola, FL 32502

Re: Gouras & Associates, LLC | RFQ NO.: 25-027
Proposal for Administration Services Consultant for Federally Funded Community Development Block Grant-Disaster Recovery (CDBG-DR), Rebuild Florida Hometown Revitalization Program Grant

Dear Ms. Lunderman:

Enclosed please find the Gouras & Associates' Proposal for Administration Services for CDBG-DR, Rebuild Florida Hometown Revitalization Program Grants (RFQ No. 25-027).

Formed in 2005, Gouras & Associates, LLC, is a qualified grant consulting firm, with extensive experience in managing and overseeing grant compliance for projects and programs utilizing a wide array of federal and state funding streams, such as CDBG-DR, HMGP, Resilient Florida, and RESTORE Act funding. Our team has more than 70 years of combined experience in programmatic disaster recovery project implementation and grant compliance oversight. As owner and principal consultant for Gouras & Associates, LLC, I am the project administrator for the firm's projects, and my team has the in-house capability to provide project management to meet any and all established goals and objectives. Specifically, Gouras & Associates has provided grant administration in excess of \$891 million in grants of which \$800 million are CDBG-DR funds.

Gouras & Associates has the ability and desire to contract with the City of Pensacola, Florida. Gouras & Associates, LLC is committed to helping the City of Pensacola complete projects on time and in compliance with applicable state and federal regulations.

I will be the authorized representative for Gouras & Associates, LLC. Gouras & Associates, LLC's main office is located at 605 Crescent Blvd, Ridgeland, MS 39157, and the main office contact phone number is 601-605-8128.

I thank you in advance for your consideration of Gouras & Associates, LLC. Please let us know if you need additional information to complete your review.

Sincerely,



Chris G. Gouras, Jr.

Enclosures



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RFQ NO.: 25-027
ADMINISTRATION SERVICES CONSULTANT
FOR FEDERALLY FUNDED COMMUNITY DEVELOPMENT
BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION
PROGRAM GRANT

Signature Sheet

The undersigned, as Proposer, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the specifications.**

Survey: How did you obtain this solicitation?

☒ City of Pensacola website ☐ Central Bidding ☐ Demandstar

Other: _____

Signature  Date: 4-9-25

Printed Name: Chris G. Gouras, Jr. Title: Principal

Company: Gouras & Associates, LLC Address: P.O Box 1465

Telephone: 601-605-8128 City: Ridgeland

Fax: 601-605-8129 State: MS Zip: 39157

E-mail: chrisgouras@gourasandassociates.com

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Gouras & Associates, LLC**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official



Date

Chris G. Gouras, Jr. Principal

Name and Title of Contractor's Authorized Official

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: <u>Gouras & Associates, LLC</u>		
Vendor FEIN: <u>20-3427071</u>	Phone Number: <u>601-605-8128</u>	
Vendor's Authorized Representative Name and Title: <u>Chris G. Gouras, Jr. Principal</u>		
Address: <u>P.O Box 1465</u>		
City: <u>Ridgeland</u>	State: <u>MS</u>	ZIP: <u>39157</u>
Email Address: <u>chrisgouras@gourasandassociates.com</u>		

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06

(2)(a) "Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.

(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

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

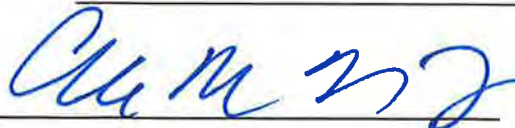
- A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar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

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

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- D. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: Gouras & Associates, LLC

Date: 4.9.25

Authorized
Signature: 

Printed Name: Chris G. Gouras, Jr.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Gouras & Associates, LLC

Company Name



Authorized Signature

Chris G. Gouras, Jr.

Printed Name

4.9.25

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

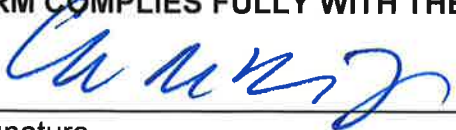
DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature



Chris G. Gouras, Jr.

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

**MINORITY / SMALL / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

Please indicate if your firm is certified as an S/M/D/WBE.

Respondent's Name:	Respondent's Designation
Not Applicable	

If your firm is partnering with or subcontracting with a certified S/M/D/WBE, please provide the information requested below.

NAME & DESIGNATION OF M/S/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. Cypress Environmental of Bay County, LLC	Subcontractor	TBD
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise ("VBE") Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services ("DMS") as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City's VBE Program, the respondent's principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent's Name:	Respondent's Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:
Not Applicable		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Gouras & Associates, LLC

Business Address: 605 Crescent Boulevard, Suite 102B, Ridgeland, MS 39157
Street City State Zip

County Business is located in: Madison

Name of Contact Person: Chris G. Gouras, Jr.

Phone: (601) 605-8128 Fax: (601) 605-8129

Email Address: chrisgouras@gourasandassociates.com

Is this business certified as a Disadvantaged Business Enterprise? Yes ☐ No ☒

Business Annual Gross Receipts: Less than \$500,000 \$500,000 to \$1,000,000
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: 19 Years 7 Months

Part B: Project and Work Description Administration Services Consultant for Federally Funded
Community Development Block Grant - Disaster Recovery (CDBG-DR),
RFP # 25-027 Project Name: Rebuild Florida Hometown Revitalization Program Grant

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Gouras & Associate will provide administrative services to the City of Pensacola. These services will include invoicing, reporting, grant closeout, and procurement. Additionally, Gouras & Associates will collaborate with City officials and,

as necessary, private business owners to facilitate the successful implementation and achievement of the project's goals.

Will you subcontract any of your work? ☒ Yes* ☐ No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature:  Date: 4.9.25

Printed Name: Chris G. Gouras, Jr. Title: Principal

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

BIDDERS LIST FORM

The City of Pensacola is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs. It will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: Cypress Environmental of Bay County, LLC

Business Address: 2352 Lisenby Avenue, Panama City, FL 32405

Street

City

State

Zip

County Business is located in: Bay

Name of Contact Person: Bethany Womack

Phone: (850) 481-6824

Fax: ()

Email Address: bethany@cypressenvironmental.com

Is this business certified as a Disadvantaged Business Enterprise? Yes ☐ **No** ☒ (Florida MBE)

Business Annual Gross Receipts: Less than \$500,000 ☒ **\$500,000 to \$1,000,000**
\$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 Over \$5,000,000

Age of Business: 14 Years 2 Months

Part B: Project and Work Description

RFP # 25-027 Project Name: CDBG-DR REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

Environmental Assessment required for grant funds

Will you subcontract any of your work? Yes* ☐ **No** ☒

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)

Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: Bethany Womack Date: 4-10-2025

Printed Name: Bethany Womack Title: AMBR

STATEMENT OF NO RESPONSE
RFQ #25-027

If you are unable to submit a proposal at this time, please complete the following and return by e-mail to purchasing@cityofpensacola.com. Your choices or comments below will assist us in properly notifying you of future opportunities.

We have declined to respond to the solicitation for the following reason(s):

SPECIFICATIONS

- ☐ Specifications too "tight" (i.e., limited to one brand or manufacturer)
- ☐ Specifications unclear
- ☐ Unable to meet specifications

NATURE OF AWARD

- ☐ Insufficient time to respond
- ☐ Equivalent options not offered
- ☐ Other (please explain below)

Explanation:

Not Applicable

We request to:

- ☐ remain in this service category for future City of Pensacola solicitations.
- ☐ be removed from this service category and remain on the City's solicitation list.
- ☐ be removed from the City's solicitation list.

Company Name: _____

Officer Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Fax: (____) _____

Email: _____

Signature of Officer: _____ Date: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

Addendum Date: April 3, 2025

CITY OF PENSACOLA, FLORIDA
ADDENDUM #1

**ADMINISTRATION SERVICES CONSULTANT FOR FEDERALLY FUNDED
COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR),
REBUILD FLORIDA HOMETOWN REVITALIZATION PROGRAM GRANT**

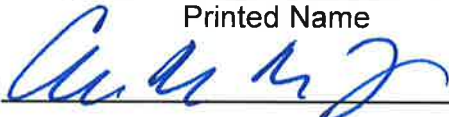
BID No. 25-027

The following items take precedence over the documents for the item named above. All other terms and conditions shall remain the same.

**A SIGNED COPY OF THIS PAGE MUST BE RETURNED WITH YOUR SUBMITTAL
AS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM.**

Company: Gouras & Associates, LLC Date: 4/4/2025

Authorized
Representative: Chris G. Gouras, Jr. Title: Principal

Signature: 
Printed Name

Questions and Answers

1. Is there an incumbent currently facilitating Pensacola's CDBG-DR Rebuild Florida Hometown Revitalization Program grant and if so, who is it?
 - A. Hilary Halford is facilitating the Cervantes/Pace grant (HS017), and Anna-Kate Baygents is handling the Baptist grant (HS016).



EXPERIENCE &
QUALIFICATIONS
OF
PROPOSED STAFF



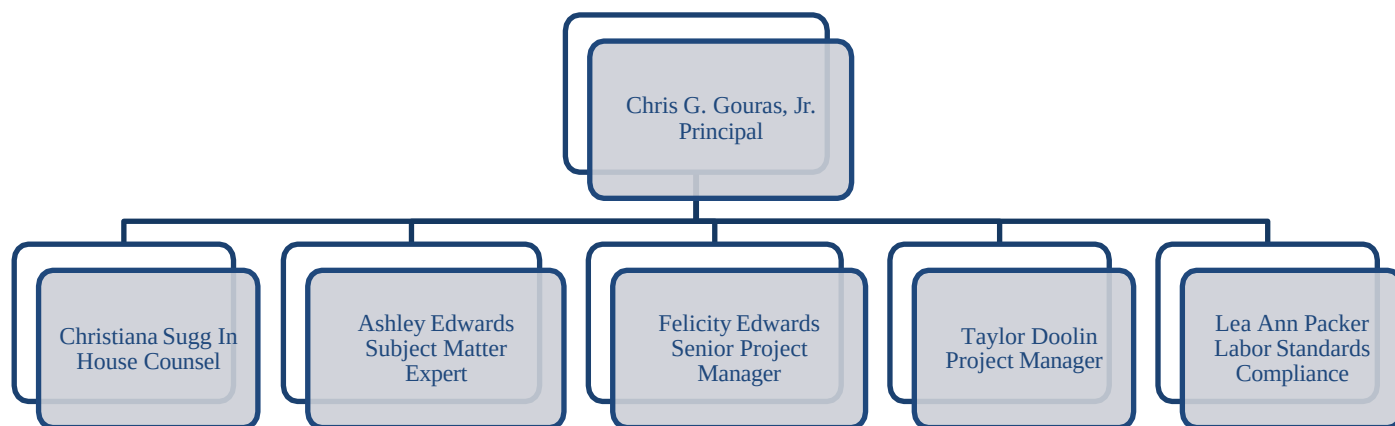
Experience & Qualifications of Proposed Staff

Gouras & Associates, LLC, is a regional firm located in the southeast United States. Gouras & Associates, LLC's main office is located in Ridgeland, Mississippi, with staff located throughout the Gulf South, including Wakulla County, Florida. The Gouras & Associates team has combined experience of over 70 years working with various state and federal grant projects and programs.

The company's experience includes each aspect of grant administration, including, but not limited to, preparing and submitting proposals and grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management and oversight; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process.

Gouras & Associates, LLC's ability to adapt in real time to complex and evolving grant programs originating from disaster or emergency conditions is what allows our firm to keep a competitive edge in the grant industry.

Gouras & Associates, LLC Organizational Structure



Gouras & Associates, LLC, is comprised of the following individuals and each team member specializes in one or more specific areas of compliance. Professional resumes are included in this proposal.

Chris G. Gouras, Jr., Principal/ Subject Matter Expert

Chris is the owner and principal of Gouras & Associates, LLC. Prior to Hurricane Katrina, Chris developed Consolidated Plans and Action Plans for multiple cities along the Mississippi Gulf Coast, including Biloxi, Moss Point, Pascagoula, and Gulfport. After Hurricane Katrina, Chris helped many municipalities along the Gulf Coast with recovery and rebuilding efforts. He will be directly involved with all the programs and projects, including program and project development and administration. Chris excels in the development of relationships between clients and government agencies and officials, and facilitation of communication between parties involved, such as stakeholders, engineers, architects, attorneys, and governments officials.

Ashley Edwards, Strategic Planning & Policy Specialist/ Subject Matter Expert

Ashley has extensive experience in strategic planning, public policy, action plan development, and government best- practices. During his time as the Executive Director of Mississippi's Office of Recovery and Renewal under governors Haley Barbour and Phil Bryant, he led development of State-wide Community Development Block Grant Action Plans for Hurricane Katrina Recovery including an extensive suite of programs totaling over \$5 billion. He has also led strategic planning efforts for multiple governmental and non-profit entities across the Mississippi Gulf Coast.

Christiana S. Sugg, In-House Attorney/ Subject Matter Expert

Christiana is an attorney and regulatory specialist in the office of Gouras & Associates, LLC. She has practiced law in Mississippi since 2003 and is in good standing with the Mississippi Bar Association. Christiana worked on the restoration of the Port of Gulfport following Hurricane Katrina. Christiana provided guidance and counsel to the State as it worked to provide solutions for housing, economic development, environmental issues, and public policy concerns. She also assisted in the development of policies and procedures for compliance with HUD regulations including Section 3 and National Objective tracking.

Felicity Edwards, Senior Project Manager

Felicity has extensive experience in management and oversight of a wide array of federal funding programs. She is a Certified Public Accountant in Mississippi and Florida. As the lead program/project manager for federal programs at Gouras and Associates, Felicity oversees administration and compliance for CDBG-DR and other federally funded projects in Mississippi, Florida, and Louisiana. Prior to her work with Gouras and Associates, Felicity developed comprehensive compliance strategies for RESTORE Act funding in both Mississippi and Alabama.

Taylor Doolin, Project Manager

Taylor supports all project management and oversight activities, including, but not limited to, application development, procurement oversight, and labor standards compliance monitoring. He is certified as a Contract Manager in Florida and has completed HUD's Disaster Recovery Fraud, Waste, and Abuse Training program. During his time with FloridaCommerce, Taylor contributed to the development of the Hurricane Sally Action Plan and creation of CBDG-DR program guidelines and compliance measures.

Lea Ann Packer, Labor Standards Compliance

Lea Ann is the Labor Standards Compliance Officer for Gouras & Associates, LLC. Lea Ann oversees and monitors Labor Standards and Fair Housing activities throughout the life of a project. Lea Ann has worked on a wide variety of projects requiring different approaches and tracking methods to support contractor and subrecipient compliance with funding requirements.

Gouras & Associates, LLC's CDBG-DR grant experience and expertise includes:

- Katrina Community Development Block Grant Program (KCDBG) 90 projects totaling \$775,472,645.35
 - Action Plan and Program Development: *High-Level oversight and development of over \$1 billion dollars in recovery aid. Including the creation of multiple housing, economic recovery, and infrastructure programs.*
 - Economic Development: *over 15 projects totaling \$157,936,690 in CDBG funds for projects such as a nursing school, major highways, maritime training facility, hangars, industrial expansions, and harbor improvements*
 - Community Revitalization: *21 projects totaling \$120,560,825 where work included an Emergency Operations Center, Storm Preparedness Facility, Governmental Annex, Jail and Justice Court, Renovation and expansion of a historic courthouse*
 - Long Term Workforce Housing Program: *240-unit housing complex totaling \$4,273,756*
 - Gulf Coast Regional Infrastructure Program: *47 water, wastewater, and storm water infrastructure projects totaling \$476,733,144*
- Hurricane Michael Community Development Block Grant - Disaster Recovery, Florida
 - Infrastructure and Mitigation: *8 projects totaling \$29,534,697 in CDBG-DR funding for stormwater repair and improvements, road elevation, and bridge repairs and upgrades.*
 - Economic Recovery: *3 Projects totaling \$8,502,532 in CDBG-DR funding for repairs to local businesses and community projects.*
 - Program Administration: *Direct administration for the Economic Revitalization Program, FEMA Hazard Mitigation Match program involving infrastructure, and Workforce Development Training program for the state of Florida for Hurricane Michael.*
- Hurricane Sally Community Development Block Grant – Disaster Recovery, Florida
 - Action Plan and Program Development: *Development of program guidelines and compliance for CDBG-DR Voluntary Home Buyout Program, Infrastructure, Economic Revitalization, and Workforce Development Training program.*
- Hurricane Ian Community Development Block Grant – Disaster Recovery, Florida
 - Action Plan and Program Development: *Development of program critiques and client preference based on the action plan draft, which precluded the municipality from accessing a full recovery.*

Gouras & Associates, LLC also manages public financing programs including, but not limited to, the following:

- | | |
|---|---|
| • Economic Development Highway Program (EDH) | • American Recovery and Reinvestment Act (ARRA) |
| • Capital Improvements Revolving Loan Program (CAP) | • Mississippi Department of Transportation Recreational Trails Program (MDOT) |
| • Small Municipalities Grant Program | • Deepwater Horizon MS Block Grants (BP) |
| • Development Infrastructure Program (DIP) | |

Gouras & Associates, LLC will add staff if necessary to administer and implement the project in order to successfully meet the needs of the client. When necessary, the company routinely subcontracts for specialized environmental services. Any subcontractor shall be approved by the County and shall meet the same requirements of this request for proposals.

Multidisciplinary Nature and Relevant Experience

The assembled team represents multiple disciplines vital to successful grant administration:

- **Financial & Accounting Expertise** (Felicity Edwards, CPA)
- **Grant Administration & Program Management** (Felicity Edwards, Taylor Doolin)
- **Labor Standards & Compliance Monitoring** (Lea Ann Packer)
- **Legal & Regulatory Counsel** (Christiana S. Sugg)
- **Strategic Planning & Public Policy** (Ashley Edwards)
- **Community Development & Relationship-Building** (Chris G. Gouras, Jr.)

We have direct experience administering federal grants, particularly **CDBG-DR** and associated compliance requirements, including programs funded by **Rebuild Florida**. Our staff members have managed large-scale recovery programs, coordinated with federal and state agencies, and navigated the complexities of post-disaster redevelopment. This collective expertise enables us to adapt quickly to evolving grant regulations and ensure full compliance with HUD's standards.

Staff Assignment

These key team members will be assigned to the project, with additional subject matter experts (SMEs) available on an as-needed basis. Should the client's needs expand or evolve, we can also draw on additional staff or subcontractors to ensure all project requirements are met. A Letter of Commitment is included in the proposal appendices, confirming the availability of the key staff members outlined below.

Key Staff

1. Felicity Edwards, CPA - Senior Project Manager / Associate Consultant

- **Job Assignment for Other Projects:** Currently manages approximately 20 active federal grants (CDBG-DR, RESTORE Act, Resilient Florida, PHMSA) for various clients.
- **Proposed Job Assignment for This Project:** Senior Project Manager, responsible for oversight of grant administration, compliance strategies, and project oversight.
- **Percentage of Time to This Project:** Approximately 15%.
- **Years with Gouras & Associates:** 3 years.
- **Years with Other Firms:** 17 years of prior grant administration experience, beginning post-Hurricane Katrina in 2008.
- **Education:** Bachelor of Science in Business Administration (Financial Information Systems focus) and Graduate Certificate in Economic Development from The University of Southern Mississippi.
- **Active Registration:** Certified Public Accountant (CPA) in Mississippi and Florida.
- **Relevant Experience and Qualifications:**
 - o Oversight and management of more than \$500 million in federally funded projects.
 - o Expertise in CDBG-DR, RESTORE Act, FEMA Public Assistance, and other federal/state funding programs.
 - o Skilled in compliance monitoring, internal audits, project closeouts, and stakeholder engagement.

2. Taylor Doolin - Project Manager / Associate Consultant

- **Job Assignment for Other Projects:** Currently assigned to Hurricane Milton recovery efforts through February 2025.
- **Proposed Job Assignment for This Project:** Project Manager, overseeing day-to-day grant implementation, compliance, and reporting for the assigned project scope.

- **Percentage of Time to This Project:** Approximately 75%.
- **Years with Gouras & Associates:** 2 years.
- **Years with Other Firms:** Estimated 3–5 years of grant administration experience (Florida Department of Commerce / Florida Department of Economic Opportunity).
- **Education:**
 - o Bachelor of Arts in Political Science (Geography focus) and Bachelor of Arts in International Affairs, plus a Graduate Certificate in U.S. Intelligence from Florida State University.
 - o Master of Arts in Applied American Politics from Florida State University.
- **Active Registration:** Certified Contract Manager in Florida (non-licensure certification).
- **Relevant Experience and Qualifications:**
 - o Experience coordinating more than \$200 million in CDBG-DR projects, including Hometown Revitalization, Workforce Recovery, Infrastructure, and Voluntary Home Buyout programs.
 - o Contributed to development of the Hurricane Sally Action Plan for the State of Florida, including creation of program guidelines and compliance measures aligned with HUD standards.
 - o Skilled at liaison work among federal/state agencies, local officials, and project stakeholders.

3. **Lea Ann Packer** - Labor Standards Compliance Officer / Associate Consultant

- **Job Assignment for Other Projects:** Supports environmental review for ~6 ongoing projects and labor standards oversight for 5 projects.
- **Proposed Job Assignment for This Project:** Labor Standards Compliance Officer, responsible for Davis-Bacon Act, Fair Labor Standards, and other federal labor requirements.
- **Percentage of Time to This Project:** On an as-needed basis, primarily during environmental reviews, project bidding, and construction phases.
- **Years with Gouras & Associates:** Approximately 1 year.
- **Years with Other Firms:** ~1 year of prior CDBG experience, for a total of ~2 years in the grant field.
- **Education:**
 - o Bachelor of Business Administration (Finance emphasis) from Millsaps College.
 - o Master of Business Administration from Mississippi College.
- **Active Registration:** None required for labor standards duties.
- **Relevant Experience and Qualifications:**
 - o Expertise in coordinating, implementing, and documenting federal environmental compliance measures.
 - o Demonstrated ability to maintain accurate records for Davis-Bacon, Section 3, Fair Housing, and related federal labor regulations.
 - o Skilled in resolving contractor non-compliance issues, wage classifications, employee interviews, and working with the Department of Labor to ensure compliance.

Subject Matter Experts (SMEs) – As Needed

While the staff above will serve as key personnel, Gouras & Associates, LLC also offers a broad set of **subject matter experts** for specialized tasks such as legal review, policy development, and strategic planning. These individuals will be called upon if the scope of work warrants additional resources or expertise.

1. **Chris G. Gouras, Jr. (Principal / SME)**

- o Over 25 years of experience in grant administration and community development.
- o Skilled in strategic planning, relationship-building between clients and government agencies, and HUD compliance oversight.

2. Ashley Edwards (Strategic Planning & Policy Specialist / SME)

- o Extensive background in economic development, public policy, and governmental best practices.
- o Former Executive Director of Mississippi's Office of Recovery under Governors Barbour and Bryant, developing CDBG-DR Action Plans following Hurricane Katrina.

3. Christiana S. Sugg (In-House Attorney / SME)

- o Licensed attorney with over 17 years of experience in federal and state compliance issues, including CDBG disaster recovery grants.
- o Skilled in regulatory counsel, policy drafting, and resolution of legal or regulatory concerns.

These professionals bring deep expertise in **CDBG-DR** and **disaster recovery** efforts dating back to Hurricane Katrina's aftermath, with experience that includes managing HUD monitoring reviews, drafting policies for Section 3 compliance, and navigating complex environmental regulations.

Multidisciplinary Nature and Relevant Experience

The assembled team represents multiple disciplines vital to successful grant administration:

- **Financial & Accounting Expertise** (Felicity Edwards, CPA)
- **Grant Administration & Program Management** (Felicity Edwards, Taylor Doolin)
- **Labor Standards & Compliance Monitoring** (Lea Ann Packer)
- **Legal & Regulatory Counsel** (Christiana S. Sugg)
- **Strategic Planning & Public Policy** (Ashley Edwards)
- **Community Development & Relationship-Building** (Chris G. Gouras, Jr.)

We have direct experience administering federal grants, particularly **CDBG-DR** and associated compliance requirements, including programs funded by **Rebuild Florida**. Our staff members have managed large-scale recovery programs, coordinated with federal and state agencies, and navigated the complexities of post-disaster redevelopment. This collective expertise enables us to adapt quickly to evolving grant regulations and ensure full compliance with HUD's standards.

Letter of Commitment

A **Letter of Commitment** is included as an attachment to this proposal. It affirms that:

- **Felicity Edwards (Senior Project Manager), Taylor Doolin (Project Manager), and Lea Ann Packer (Labor Standards Compliance Officer)** are our key staff dedicated to this project.
- Additional subject matter experts, including **Chris Gouras, Ashley Edwards, and Christiana Sugg**, are available on an as-needed basis.
- Our firm is prepared to provide additional resources or subcontractor support should the project scope or client needs expand.

April 10, 2025

Dedria Lunderman, Purchasing Manager
City Hall – 6th Floor
222 West Main Street
Pensacola, FL 32502

Re: Gouras & Associates, LLC | RFQ NO.: 25-027
Letter of Commitment for for Administration Services Consultant for Federally Funded
Community Development Block Grant-Disaster Recovery (CDBG-DR) Rebuild Florida
Hometown Revitalization Program Grant

Dear Ms. Lunderman:

Gouras & Associates, LLC is pleased to submit this Letter of Commitment in support of our proposal for RFQ NO. 25-027. We hereby confirm our dedication to providing the key personnel and necessary resources to successfully perform the services required under this project.

Specifically, we commit the following key staff members to the project:

1. Felicity Edwards, CPA – Senior Project Manager

- Responsible for grant administration, compliance strategies, and overall project oversight.
- Will dedicate approximately 20% of her time to this project.

2. Taylor Doolin – Project Manager

- Responsible for day-to-day grant implementation, compliance, and reporting.
- Will be available to dedicate approximately 75% of his time to this project.

3. Lea Ann Packer – Labor Standards Compliance Officer

- Responsible for labor standards compliance, wage monitoring, and related regulatory oversight.
- Will engage on an as-needed basis during environmental reviews, bidding, and construction phases.

In addition to these key staff, we have a robust pool of Subject Matter Experts (SMEs)—including our Principal, **Chris G. Gouras, Jr.**, Strategic Planning & Policy Specialist **Ashley Edwards**, and In-House Attorney **Christiana S. Sugg**—who are available to provide supplemental expertise as needed. Should the project scope or client needs expand, Gouras & Associates is prepared to provide additional resources or to bring on qualified subcontractors to ensure all tasks and deliverables are completed successfully.

On behalf of Gouras & Associates, LLC, I confirm that our team is fully committed to meeting all project requirements and timelines set forth in the RFQ. We appreciate the opportunity to partner

with the City of Pensacola on this important initiative, and we look forward to contributing our expertise in grant administration, disaster recovery, and compliance oversight.

If you have any questions or require additional information, please feel free to contact me directly at (601) 529-9899 or via email at chrisgouras@gourasandassociates.com.

Thank you for your consideration, and we look forward to the opportunity to serve the City of Pensacola.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris G. Gouras, Jr.", written in a cursive style.

Chris G. Gouras, Jr.

Principal, Gouras & Associates, LLC



CHRIS G. GOURAS, JR.

Owner & Principal

Chris Gouras is the owner and principal of Gouras & Associates. Chris has worked with various state and federal grant projects for over 25 years. His grant experience spans over 175 projects all across the State of Mississippi. Chris will be directly involved with, and personally responsible for, all of the day-to-day operations of the project.

Chris provides strategic planning efforts that include identifying and leveraging funding sources, the development and creation of client to stakeholder relationships, and the experience to navigate the complex systems of federal funding and the equitable disbursement of those funds.

Chris' role with clients includes but is not limited to:

- Research of funding sources and development of relationships between government agencies/officials and clients.
- Oversight of the preparation of the Application and the Administration of the grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Coordination of all grant activities and facilitation of communication between the parties involved; engineers, architects, attorneys, local and state government.

Chris received his Bachelor of Science Degree with an emphasis on Finance from Florida State University (1993) and his Master of Business Administration Degree from Mississippi College (1997). Before starting his own business in September 2005, Chris worked with Jimmy Gouras Urban Planning & Development in Vicksburg, MS from January 1994 to September 2005.



Ashley Edwards

Strategic Planning Specialist

Ashley Edwards, Strategic Planning Specialist, supports the Gouras & Associates, LLC, team as a specialist in economic development, public policy, personnel management, budgeting, program oversight and implementation, and government best-practices. Ashley has led the growth and transformation of a variety of regional initiatives across the Mississippi Gulf Coast through various roles.

Ashley has served as the President and CEO of the Gulf Coast Business Council, where he led an organization that champions common economic and business interests of the Mississippi Gulf Coast through a variety of activities, including identifying emerging issues, convening resources, framing public policy, and developing transformational solutions for the Coastal Economy.

Prior to his time at the Gulf Coast Business Council, he was most recently the Chief Executive Officer of the Hancock County Port and Harbor Commission, where he led a team tasked with operating Port Bienville Industrial Complex, Stennis International Airport, and the Economic Development Authority for Hancock County. While in Hancock County, Ashley led the effort that resulted in the Hancock County Port and Harbor Commission receiving the Mississippi Economic Development Council's 2014 award for excellence in business recruitment for landing SpaceX's Raptor Engine development program in Hancock County.

Ashley also served as Executive Director of Governor Haley Barbour's, and later Governor Phil Bryant's, Office of Recovery, where he was responsible for implementing the State of Mississippi's Hurricane Katrina recovery plan and overseeing the closeout of Mississippi's Hurricane Katrina long-term recovery efforts. In this role, Ashley provided policy advice and counsel to Governors in the state of Mississippi, and he was responsible for intergovernmental relations activities with Federal Agencies, State Agencies, and Local Government Entities. He was responsible for strategic planning for recovery program implementation, including a suite of eight housing programs which included over \$3 billion dollars in recovery efforts. He also led the integrated management team activities for the Port of Gulfport Restoration in the aftermath of Hurricane Katrina, and he served as the Governor's direct liaison to BP in the aftermath of the 2011 Deepwater Horizon Oil Spill.

Ashley earned a Public Leadership Credential from the Harvard University Kennedy School of Government, a Master of Science in Economic Development from The University of Southern Mississippi, and a Bachelor of Arts in Media Arts from Tulane University.



CHRISTIANA S. SUGG

Christiana S. Sugg is an attorney in the office of Gouras & Associates, LLC. Christiana has over 17 years of experience in multiple facets of Mississippi law with a special emphasis on federal and state compliance issues concerning federal grants, including the Katrina Community Development Block Grant (KCDBG) disaster recovery grants from the Department of Housing and Urban Development (HUD) to the Mississippi Development Authority (MDA).

Christiana's role with clients includes but is not limited to:

- Coordination and administration of grant activities, including communications with attorneys, regulatory agencies and contractors.
- Assisting in the preparation of the grant application and supporting documentation.
- Assisting in the development and administration of grant policy and procedures including preparation of the Environmental Assessment and related documents.
- Assisting in research and the development of solutions to issues and concerns raised by stakeholders.
- Assisting in the implementation of applicable local, state and federal rules, laws and regulations.
- Counseling clients through the Request for Release of Funds process and regulatory compliance for the KCDBG grant.
- Drafting and coordinating client responses to issues raised by community stakeholders, regulatory agencies, and HUD.
- Coordinating and drafting responses to HUD monitoring reports.
- Developing policies and procedures for Section 3 compliance and compliance with national objective recordkeeping.
- Supervising, facilitating and assisting client in reports to regulatory agencies regarding funding, project status and regulatory compliance.
- Lender's counsel on multiple construction and permanent loans, including hospitality loans and industrial projects.

Christiana received her Bachelor of Arts Degree in English from Belhaven University (2000) and her Juris Doctorate from Mississippi College School of Law (2003). She is licensed to practice before all State and Federal courts in the State of Mississippi. Before joining Gouras & Associates, Christiana practiced law at Watkins & Eager PLLC for seven years after clerking for Judge L. Joseph Lee at the Court of Appeals of the State of Mississippi.



FELICITY EDWARDS, CPA

Senior Project Manager

Felicity Edwards is a specialist in Federal Grant Funding and related compliance activities. Throughout her career in grant administration, Felicity has coordinated the oversight and management of more than \$500MM in projects with a wide variety of federal and state funding streams, including RESTORE Act, Community Development Block Grant, Hazard Mitigation, FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP), FAA Airport Improvement Program (AIP), MDOT Multi-Modal, Tidelands, GOMESA, CIAP, and others. Felicity is adept at every aspect of program management and project implementation, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Coordinating and documenting Federal Environmental Compliance.
- Compiling, organizing and uploading administrative record documents.
- Developing planning, project, and compliance schedules, assisting clients with stakeholder engagement, public meeting materials, presentations, and conference calls/meetings.
- Acting as liaison between State and Federal funding agencies and local Elected Officials
- Managing programmatic closeout for all projects with disaster related funding sources
- Working closely with Office of Inspector General (OIG) audit teams to address questions and concerns related to federally funded projects.
- Performing tasks beyond the general scope of financial administration, as requested, to help others meet outside needs that directly or indirectly affect program goals and objectives
- Consolidating input from various sources to prepare reports for State and local officials, including financial reports, project status reports, and Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance

Felicity earned both a Bachelor of Science in Business Administration, with an emphasis in Financial Information Systems, and a Graduate Certificate in Economic Development from The University of Southern Mississippi. In 2022, she joined Gouras and Associates and established a Mississippi-based accounting firm - F. R. Edwards, CPA, PLLC – to offer her expertise in federal grant administration and disaster recovery to clients across the Gulf South region. She is licensed as a Certified Public Accountant in both Mississippi and Florida. Prior to working with Gouras and Associates, Felicity most recently worked with Covington Civil and Environmental as a RESTORE Act Program Manager and Senior Project Manager. Among other positions, Felicity also served as the County Administrator for Hancock County, MS, the Chief Administrative Officer for the Hancock County, MS Port and Harbor Commission, and a Grant Administrator for Hancock County throughout post-Katrina disaster recovery.



Taylor Doolin

Project Manager

Taylor Doolin joined Gouras & Associates, LLC, as a specialist in CDBG Federal Grant Funding and related compliance activities. Throughout his career in grant administration, Taylor has coordinated the oversight and management of more than \$200MM in projects with a wide variety of federal funding streams, including Community Development Block Grant Programs: Hometown Revitalization, Workforce Recovery Training, Infrastructure, and Voluntary Home Buyout as well as FEMA Hazard Mitigation Grant Program (HMGP). In addition, he worked closely in the development of the Hurricane Sally Action Plan for the State of Florida, which involved the creation of programs and scoring matrix that followed HUD compliance standards. Taylor is adept at every aspect of program management and project implementation, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Compiling, organizing and uploading administrative record documents.
- Developing planning, project, and compliance schedules, assisting clients with stakeholder engagement, public meeting materials, presentations, and conference calls/meetings.
- Development of funding plans and program guidelines including a scoring matrix and compliance rules to maximize opportunities for stakeholders and ensure federal regulations are clear and easy to follow
- Acting as liaison between State and Federal funding agencies, local Elected Officials, and other potential partners
- Managing programmatic closeout for all projects with disaster related funding sources
- Performing tasks beyond the general scope of financial administration, as requested, to help others meet outside needs that directly or indirectly affect program goals and objectives
- Consolidating input from various sources to prepare reports for State and local officials, including financial reports, project status reports, and Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance

Taylor earned both a Bachelor of Arts in Political Science, with an emphasis in Geography, and a second Bachelor of Arts in International Affairs, as well as a Graduate Certificate in U.S Intelligence from Florida State University. He then continued his education, earning a Master of Arts in Applied American Politics from the Florida State University. In 2023, he joined Gouras and Associates. Prior to working with Gouras and Associates, Taylor most recently worked with the Florida Department of Commerce running three Community Development Block Grant Programs as a Program Manager. Among other positions, Taylor also served as a Grant Administrator for the Florida Department of Economic Opportunity.



LEA ANN PACKER

Associate Consultant / Labor Standards Compliance

Lea Ann Packer, Associate Consultant, has experience with Community Development Block Grants in both Florida and Mississippi. Lea Ann is adept at project management, project tracking, and environmental compliance, including:

- Coordinating, implementing, executing, and completing project activities to ensure that projects are executed within authorized scope, schedule and budget.
- Coordinating and documenting Federal Environmental Compliance and outreach to tribal, community and federal stakeholders.
- Compiling, organizing and uploading administrative record documents.
- Assisting clients with stakeholder engagement through agenda setting and scheduling ensuring all data and comments are tracked and recorded
- Consolidating input from various sources to prepare reports for State and local officials Federal/State compliance reports
- Developing and implementing filing protocols to maintain statutory/regulatory compliance and compliance with State and local program implementation guidance
- Performing internal monitoring to verify ongoing compliance with State/Federal implementation guidance.

Lea Ann has taken a lead role on the environmental aspects of many grants and has developed fast and effective processes in order to expedite review times and ensure construction timelines can be kept over the course of multiple projects and programs.

Lea Ann also coordinates Monitoring and Compliance with:

- Davis-Bacon Act
- Fair Labors Standard Act
- Copeland Act
- Contract Work Hours and Safety Standards Act
- Section 3: Fair Housing and Equal Opportunity

Lea Ann is responsible for the interfacing with Contractors to document the Labor Standards indicated above, which includes the following tasks:

- Reviewing weekly payrolls for Contractors and Sub-Contractors.
- Maintaining records for Davis-Bacon and Section 3 compliance documentation.
- Coordinating resolutions of non-compliance.
- Facilitating employee interviews.
- Record-keeping of all Contractor activities including payrolls and restitution.
- Maintaining Pre-Construction Minutes and Notices to Proceed.
- Coordinating with Department Labor for Apprentice Certifications.
- Facilitating Request of Additional Wage Classifications.
- Monitoring of requisite signage for project location in accordance with federal regulations.
- Overseeing resolutions to any labor violations and facilitates prompt resolution and restitution.

Lea Ann earned both a Bachelor of Business Administration, with an emphasis in Finance from Millsaps College and a Master of Business Administration from Mississippi College. She joined Gouras and Associates in January 2023.



COMPARABLE PROJECTS



Comparable Projects

Gouras & Associates, LLC has a proven track record administering Community Development Block Grant–Disaster Recovery (CDBG-DR) funds across multiple programs, including Florida’s Hometown Revitalization Program. The project information below showcases projects in which our team successfully leveraged the Rebuild Florida Hometown Revitalization Program to address critical needs, accelerate recovery, and strengthen local economies.

Rebuild Florida Hometown Revitalization Program Experience

- **M0038 – Beacon Point Plaza Revitalization (Callaway)**
 - o **Summary:** The City of Callaway is utilizing Hometown Revitalization funding to restore approximately 75,160 sq. ft. of the Beacon Point Plaza Shopping Center, which will create employment opportunities for approximately 150-225 citizens in the community.
 - o **Reference:** Ed Cook, City Manager (501-605-2752 / citymanager@cityofcallaway.com)
 - o **Project Status:** In Progress
 - o **Grant Amount & Scale of Project:** \$2,388,728 (\$1,288,728 CDBG, \$1,100,000 Match). Project includes 75,160 sq. ft. of retail space in the City of Callaway.
 - o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) obtained. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

- **M0033 – Hill Community Revitalization (Apalachicola)**
 - o **Summary:** The City of Apalachicola is utilizing Hometown Revitalization funding to implement a comprehensive ,revitalization of key parts of The Hill community, facilitating the return and recovery of businesses, jobs, and provision of goods and services to the area. The project includes façade improvements, repairs to commercial buildings, sidewalk improvements and lighting, demolition of dilapidated structures, removal of blight, as well as improve connections and walkability between The Hill and Downtown commercial area.
 - o **Reference:** Travis Wade, City Manager (850-323-2111 / twade@cityofapalachicola.com)
 - o **Project Status:** In Progress
 - o **Grant Amount & Scale of Project:** \$935,753 (\$910,753 CDBG / \$25,000 Match). Project includes various commercial sites, as well as sidewalks and lighting throughout the Hill Community in Apalachicola.
 - o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) obtained. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

- **M0034 – Riverfront Revitalization (Apalachicola)**

- o **Summary:** The City of Apalachicola is utilizing Hometown Revitalization funding to repair and rehabilitate approximately 14 sites throughout the riverfront area of the City, providing economic revitalization and demonstrable restoration and improvement of the local economy by enhancing job creation opportunities.
- o **Reference:** Travis Wade, City Manager (850-323-2111 / twade@cityofapalachicola.com)
- o **Project Status:** In Progress
- o **Grant Amount & Scale of Project:** \$4,798,051 (\$4,414,686 CDBG / \$383,365 Match). Project includes revitalization of +/- 14 sites throughout the City of Apalachicola's riverfront commercial area.
- o **Experience with CDBG Regulations:** Environmental Clearance (AUGF) anticipated 1Q2025. Davis Bacon and Section 3 compliance oversight to occur concurrent with construction activities.

Experience in Administering other Federal & State Projects

Additional CDBG-DR initiatives—beyond the Hometown Revitalization Program—are also summarized in the following table, which further demonstrates our comprehensive grant administration expertise. Together, these examples illustrate our depth of experience in navigating federal regulations, coordinating with state agencies, and delivering effective solutions for communities impacted by disasters.

EXPERIENCE IN ADMINISTERING FEDERAL AND STATE GRANTS

Below is a representative sample of projects administered by Gouras & Associates, LLC. For each project, we provided services such as preparing and submitting proposals and grant applications; facilitating public hearings; assisting with the environmental review process and preparing the environmental review record; assisting with procurement; contract management and oversight; reviewing, processing and tracking cash requests and budget modifications; project recordkeeping, including records necessary for CDBG national objective compliance, Section 3 compliance, and labor standards compliance; and assisting with the grant closeout process.

This list is NOT all-inclusive.

<u>Project</u>	<u>Amount</u>	<u>Activity</u>	<u>Status</u>	<u>Type of Federal/State Program</u>
City of D'Iberville, MS	\$ 42,801,690.00	Interchange Improvements	Open	KCDBG
City of Pass Christian, MS	\$ 26,992,585.00	Harbor Improvements	Closed	KCDBG
George County, MS	\$ 1,373,164.00	Annex Building	Closed	KCDBG
Hancock County, MS	\$ 2,200,000.00	Pearlington Library & Gym	Closed	KCDBG
Hancock County, MS	\$ 1,325,000.00	Storm Preparedness Facility	Closed	KCDBG
Hancock County, MS	\$ 37,500,000.00	Jail and Justice Court	Closed	KCDBG
Hancock County, MS	\$ 2,300,729.85	Emergency Operations Center	Closed	KCDBG
Hancock County, MS	\$ 20,000,000.00	Highway 607	Closed	KCDBG
Hancock County, MS	\$ 10,187,450.00	Annex Building	Closed	KCDBG
Hancock County, MS	\$ 4,575,000.00	Courthouse	Closed	KCDBG
Hancock County, MS	\$ 10,500,000.00	PSL-North America	Closed	KCDBG
Hancock County, MS	\$ 2,544,721.00	MAC, LLC	Closed	KCDBG
Hancock County, MS	\$ 6,000,000.00	Rolls Royce Expansion	Open	KCDBG
Hancock County, MS	\$ 5,000,000.00	Sports Complex	Closed	KCDBG
Hancock County, MS	\$ 2,500,000.00	Stennis Terminal	Closed	KCDBG
Hancock County, MS	\$ 2,100,000.00	Stennis Hangar	Closed	KCDBG
Hancock County, MS	\$ 6,350,000.00	Selex Hangar	Closed	KCDBG
Hancock County, MS	\$ 2,195,945.42	MDOT Turn Lanes Project	Closed	KCDBG
Hancock County Utility Authority	\$ 143,000,000.00	Water and Wastewater (13 Projects)	Closed	Gulf Coast Regional Infrastructure
Hancock County Utility Authority	\$ 1,402,000.00	Bayou La Croix Sewer Upgrades	Closed	RESTORE
Hancock County Utility Authority	\$ 3,200,000.00	Pearlington Outfall Relocation	Closed	RESTORE
Harrison County Utility Authority	\$ 235,907,941.38	Water and Wastewater (26 Projects)	Closed	Gulf Coast Regional Infrastructure
Jackson County, MS	\$ 3,600,000.00	Signet Expansion	Closed	KCDBG
Jackson County, MS	\$ 39,800,000.00	Highway 611	Closed	KCDBG
Jackson County, MS	\$ 20,000,000.00	Maritime Training Facility	Closed	KCDBG
Jackson County, MS	\$ 1,277,380.00	Maritime Basic Skills Training Annex	Closed	KCDBG
Jackson County, MS	\$ 2,000,000.00	VT Halter Blast and Paint Facility	Closed	KCDBG
Jackson County Utility Authority	\$ 97,825,203.00	Water and Wastewater(8 Projects)	Closed	Gulf Coast Regional Infrastructure
KLP Toulon	\$ 4,273,756.00	Long Term Workforce Housing	Closed	LTWH
MGCCC	\$ 12,000,000.00	Nursing School	Closed	KCDBG
Rankin County, MS	\$ 496,979.00	Health Department	Closed	CDBG
Stone County, MS	\$ 7,551,800.00	Perkinson Boulevard Road	Closed	KCDBG
One Coast, MS	\$ 1,099,513.00	Wayfinding Signage	Open	RESTORE
Apalachicola, FL	\$ 3,891,869.00	Avenues Stormwater Repair Project	Open	CDBG-DR
Apalachicola, FL	\$ 935,753.00	Hill Community Revitalization	Open	CDBG-DR
Apalachicola, FL	\$ 6,203,051.00	Riverfront Revitalization	Open	CDBG-DR
Apalachicola, FL	\$ 18,933,391.00	Wastewater Treatment Facility	Open	DEP Resilient Florida/SLFRF
Gulf County, FL	\$ 7,062,869.00	Water Transmission & Booster Station	Open	CDBG-DR
Gulf County, FL	\$ 9,433,311.00	Roads & Stormwater	Open	DEP Resilient Florida
Callaway, FL	\$ 2,933,000.00	Callaway Lift Station Rehab Project	Open	CDBG-DR
Callaway, FL	\$ 2,388,728.00	Shopping Center Rehab	Open	CDBG-DR
Callaway, FL	\$ 8,150,200.00	Sandy Creek / Hugh Thomas Drive	Open	CDBG-DR
Gulf County, FL	\$ 2,624,688.00	Overstreet Area Drainage	Open	CDBG-MIT
Gulf County, FL	\$ 4,725,000.00	South Diana Street Bridge	Open	CDBG-MIT
Hancock Co, MS	\$ 2,659,265.25	Aircraft Packaging Hangar Rehabilitation	Open	KCDBG
Hancock Co, MS	\$ 2,029,559.00	Taxilane Sierra Rehabilitation	Open	KCDBG
Jackson Co, MS	\$ 8,500,475.68	Jackson County Emergency Operations Center	Open	KCDBG
City of Moss Point, MS	\$ 500,000.00	Robinhood Sanitary Sewer Repairs	Open	KCDBG



CAPACITY & RESOURCES



Capacity & Resources

Gouras & Associates, LLC is fully prepared to allocate the time, personnel, and technical resources needed to successfully administer each grant under this contract. We employ a tiered project management approach that ensures every phase of the grant lifecycle—from initial award and environmental review to final closeout—is managed by the appropriate level of expertise, under the supervision of our Senior Project Manager and Principal.

Dedicated Key Staff

- **Senior Project Manager (Felicity Edwards, CPA):**
Oversees the overall administration strategy, compliance frameworks, and financial tracking. In addition to dedicating approximately 20% of her time to each grant's administrative tasks, Ms. Edwards will ensure consistent communication with the Client's team and handle the higher-level coordination needed to maintain compliance and meet project milestones.
- **Project Manager (Taylor Doolin):**
Serves as the day-to-day point of contact for grant administration, dedicating up to 75% of his time to tasks such as monthly reporting, budget oversight, recordkeeping, monitoring subrecipient activities, and addressing any emergent compliance requirements. He will collaborate closely with local officials and subrecipients to maintain accurate records, respond promptly to information requests, and coordinate stakeholder engagement.
- **Labor Standards Compliance Officer (Lea Ann Packer):**
Allocates time on an as-needed basis, focusing on environmental documentation and labor standards oversight (Davis-Bacon, Section 3, etc.). She will be engaged during project bidding, construction phases, and compliance reviews, ensuring that critical labor documentation is maintained and that any non-compliance findings are resolved quickly.

Subject Matter Experts On-Call

Beyond the key staff, we maintain in-house legal counsel, strategic planning specialists, and policy experts who can be engaged whenever a particular issue requires specialized attention. For instance, our Principal (Chris G. Gouras, Jr.) and other senior advisors are available to provide immediate guidance on complex regulatory interpretations or to assist with high-level stakeholder negotiations. This structure guarantees that any unexpected compliance or administrative challenges can be addressed promptly without compromising the progress of the project.

Resource Allocation and Scheduling

To ensure timely deliverables and continuous oversight, Gouras & Associates employs a structured workflow that includes routine check-ins and milestone-based reviews. We typically conduct bi-weekly or monthly status meetings to track progress on procurement, financial draws, environmental clearance, and performance reporting. If workload or complexity increases—for example, when multiple projects move into the construction phase simultaneously—we can quickly scale up staff hours or bring on additional subcontractors with relevant expertise. This flexibility allows us to consistently meet all deadlines, reporting obligations, and quality standards outlined by the funding agencies.

Technical and Administrative Support

Each project is supported by a robust administrative framework to facilitate collaboration across multiple locations. Our administrators and accounting personnel work behind the scenes to process invoices, maintain regulatory documentation, and prepare progress reports for review by the project manager and senior leadership. This infrastructure ensures our team can respond to Client inquiries and agency requests without delay, while also providing transparent, real-time insights into the project's financial and compliance status.

Scalability and Future Needs

Recognizing that grant administration may evolve over time—particularly in disaster recovery and infrastructure contexts—Gouras & Associates' project management plan is inherently scalable. If the Client's program expands, additional funding becomes available, or new regulatory requirements arise, we have the capacity to adjust staffing levels, engage specialized consultants, or leverage legal resources as needed. Our primary objective is to help the Client maintain compliance and achieve effective grant outcomes, regardless of shifting program demands.

In summary, Gouras & Associates' strategic staffing model, proven administrative methodologies, and on-call subject matter expertise equip us to match each grant's needs with the right level of support. By tailoring our capacity and leveraging flexible resource allocation, we help clients navigate complex funding requirements and progress toward successful project delivery.



MINORITY, SMALL,
AND WOMEN
BUSINESS
ENTERPRISE STATUS



Partnership with Minority/Small/Women Business Enterprises

Gouras & Associates, LLC is committed to promoting diversity and inclusion in our project teams. When specialized environmental services or technical expertise are required, we partner with **Cypress Environmental of Bay County, LLC, a Women-Owned Business Enterprise (WBE)**. Led by Principal/Owner **Bethany Womack**, Cypress Environmental provides a wide range of environmental consulting services, including environmental review record compilation and documentation of NEPA compliance.

Engaging Cypress Environmental on an as-needed basis allows us to rapidly deploy environmental specialists who are well-versed in both federal and state regulations. This strategic partnership not only strengthens our overall service capabilities, but also reflects our dedication to leveraging a diverse network of qualified subcontractors. A résumé for Ms. Womack is included as an attachment to this proposal, detailing her extensive experience and the scope of services offered by Cypress Environmental.

By collaborating with Cypress Environmental, Gouras & Associates can better address the environmental components of each grant-funded project while supporting WBE participation and ensuring our clients receive expert guidance on all environmental compliance matters.

BETHANY BARNETT WOMACK

Cypress Environmental of Bay County, LLC

P.O. Box 16062

Panama City, Florida 32406

Phone: 850-481-6824 / Email: bethany@cypressenvironmental.com

Education: **Bachelor of Arts**, Arts and Sciences, March 1996
University of South Alabama, Mobile, Alabama

Experience: **Principal / Owner** – February 2011 - Present
Cypress Environmental of Bay County, LLC, Panama City, Florida

- Environmental Permitting, FDEP / NFWFMD / ACOE
- Wetland Delineation, FDEP / NFWFMD / ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- Cultural Resource Monitoring / Survey Assistance for Registered Professional Archeologist
- NPDES Sediment and Erosion Control Inspection

Permitting Specialist/ Project Manager – August 1998 – February 2011
Garlick Environmental Associates, Inc., Panama City, Florida

- Environmental Permitting, FDEP/ACOE
- Wetland Delineation, FDEP/ACOE
- Development Feasibility Assessments
- Ecological / Habitat Assessments
- Listed Protected Species Assessments
- Environmental Site Assessments (Phase I)
- Mitigation Development and Implementation
- Mitigation Monitoring
- Cultural Resource Monitoring / Survey Assistance for staff Registered Professional Archeologist
- NPDES Sediment and Erosion Control Inspection

Environmental Investigator - November 1996 – August 1998
Florida Department of Environmental Protection (FDEP), Panama City, Florida

- Conduct compliance inspections for the Environmental Resource Permitting Program
- Conduct field investigations of violations and develop case files when appropriate
- Review and process applications for dredge and fill activities
- Conduct wetland delineations using current Department standards
- Develop enforcement strategies for ensuring compliance with state statutes and rules
- Developed and conduct educational/informational workshops for the public
- Edited portions of the Operations & Procedures Manual for use as guides for the public

Training: Wetland Delineation, Florida Department of Environmental Protection (FDEP)
Hydric Soil Identification, FDEP
Ecosystem Management, FDEP
Aquatic Plant Identification, FDEP
Sovereign Submerged Lands, FDEP
Public Service Training, FDEP

Certifications: Stormwater Management Inspector, FDEP Certification No. 23692
Stormwater Management Instructor, FDEP Certification No. 573

Affiliations: The Society of Wetland Scientists
Science & Discovery Center of Northwest Florida, Board of Directors, Past-President

References Available Upon Request



VETERAN BUSINESS ENTERPRISE STATUS



Partnership with Veteran Business Enterprises

Gouras & Associates, LLC recognizes the unique value and expertise that Veteran-Owned Businesses (VOBs) bring to the table. Although we do not currently have an established VOB subcontractor relationship for this project, we are committed to identifying and collaborating with qualified Veteran-Owned Businesses whenever suitable opportunities arise. We believe that including VOBs in our subcontracting network not only strengthens our overall capabilities but also supports the broader goal of empowering veteran entrepreneurs.

As part of our ongoing outreach efforts, Gouras & Associates will continue to seek out and evaluate potential VOB partners for specialized services that align with our clients' project requirements. Through this approach, we aim to create meaningful partnerships that enhance project outcomes, foster diversity in our supplier base, and promote economic growth for Veteran-Owned Businesses.



COST & PRICING

Overall Combined Cost

In response to the City's recent addendum requiring a fee schedule, Gouras & Associates, LLC presents the following **hourly rate** structure. We also include our preferred **firm-fixed-price (lump-sum)** method, which aligns with federal guidance and minimizes administrative burden.

Fee Schedule (Per Addendum #1)

For any time-and-materials work (including post-grant close-out or termination) or supplemental tasks outside the lump-sum scope, we propose the following hourly rates:

Position	Hourly Rate
Subject Matter Expert	\$ 235.00
Senior Project Manager	\$ 235.00
Project Manager	\$ 215.00
Administrative/Clerical	\$ 75.00
Labor Compliance Officer	\$ 125.00

Non-labor expenses (e.g., travel, lodging, meals, mileage) will be invoiced **at published GSA rates** found at www.gsa.gov.

Firm-Fixed-Price (Lump-Sum) – Preferred Contracting Method

Although **time-and-materials** contracts are acceptable with appropriate safeguards (e.g., ceiling prices) and a high degree of Client oversight, **2 CFR 200.318(j)(1)** notes that they can only be used after a determination that no other contract is suitable. As such, Gouras & Associates, LLC, proposes the following lump-sum fee structure for administrative, compliance, and oversight activities required under this contract:

Proposed Lump-Sum Fees – Grant Implementation Period

- Each grant award totals **\$5,000,000**.
- Our administrative fee per grant is **\$250,000**.
- With two grants included in this proposal, the combined administrative fee is **\$500,000**.

Proposed Lump-Sum Fees – Post-Grant Close-Out or Termination Period

- Our administrative fee for post-grant closeout compliance support is included in the proposed lump-sum fee. No additional administrative fees are anticipated for the termination period, should a lump-sum fee structure be utilized.

Compliance with 2 CFR 200.318(j)

In accordance with **2 CFR 200.318(j)**, time-and-materials type contracts are considered a **least-preferred** contracting method because they lack a built-in incentive for cost control and efficiency. In contrast, **Gouras & Associates** proposes a **firm-fixed-price (lump-sum) contract**, which:

1. **Provides Greater Cost Certainty:** A lump-sum approach sets a fixed price, preventing cost overruns and giving the Client a clear understanding of total administrative expenses.
2. **Encourages Efficiency:** By operating under a firm fixed price, our team is motivated to manage labor and resources efficiently while maintaining high-quality deliverables.
3. **Reduces the Need for Additional Oversight:** Unlike time-and-materials contracts—which require a higher degree of monitoring—our firm-fixed-price structure simplifies oversight and mitigates administrative burden for both our team and the Client.

Lump-Sum, Milestone-Based Payment

To align payments with project progress, Gouras & Associates will invoice on a **lump-sum basis**, payable upon completion of **established project milestones**. An example milestone fee structure is below:

- Upon completion of pre-construction professional services procurement and execution of related contracts (e.g., engineering agreements, architectural agreements, etc.): 10% of Lump Sum Fee
- Upon completion of Environmental Review Activities: 10% of Lump Sum Fee
- Upon execution of Construction Contract: 10% of Lump Sum Fee
- Throughout the Construction Period: 65% of Lump Sum Fee, paid consistent with percentage of construction completion
- Upon submission of Project Closeout Documentation: 5% of Lump Sum Fee

By tying invoicing to objective project benchmarks, we promote transparency and accountability in project administration.

Cost Adjustments if Scope Changes

Should the scope of work evolve or additional services be required beyond the original project plan, any cost adjustments will be discussed and agreed upon with the Client in advance. This process promotes transparent communication and safeguards budgetary control throughout the grant lifecycle.

In summary, **Gouras & Associates' firm-fixed-price method** is consistent with **2 CFR 200.318(j)** and offers a practical, cost-effective approach to grant administration. This contracting model not only aligns with federal regulations but also provides the Client with clarity, budget predictability, and a strong assurance of efficient project management.



**P.O. BOX 1465
RIDGELAND, MS 39158**

601.605.8128 • chrisgouras@gourasandassociates.com



**P.O. BOX 1465
RIDGELAND, MS 39158**

**601.605.8128
chrisgouras@gourasandassociates.com**

EXHIBIT C
NEGOTIATED TERMS

Overall Combined Cost

In response to the City's recent addendum requiring a fee schedule, Gouras & Associates, LLC presents the following **hourly rate** structure. We also include our preferred **firm-fixed-price (lump-sum)** method, which aligns with federal guidance and minimizes administrative burden.

Fee Schedule (Per Addendum #1)

For any time-and-materials work (including post-grant close-out or termination) or supplemental tasks outside the lump-sum scope, we propose the following hourly rates:

Position	Hourly Rate
Subject Matter Expert	\$ 235.00
Senior Project Manager	\$ 235.00
Project Manager	\$ 215.00
Administrative/Clerical	\$ 75.00
Labor Compliance Officer	\$ 125.00

Non-labor expenses (e.g., travel, lodging, meals, mileage) will be invoiced **at published GSA rates** found at www.gsa.gov.

Firm-Fixed-Price (Lump-Sum) – Preferred Contracting Method

Although **time-and-materials** contracts are acceptable with appropriate safeguards (e.g., ceiling prices) and a high degree of Client oversight, **2 CFR 200.318(j)(1)** notes that they can only be used after a determination that no other contract is suitable. As such, Gouras & Associates, LLC, proposes the following lump-sum fee structure for administrative, compliance, and oversight activities required under this contract:

Proposed Lump-Sum Fees – Grant Implementation Period

- Each grant award totals **\$5,000,000**.
- Our administrative fee per grant is **\$250,000**.
- With two grants included in this proposal, the combined administrative fee is **\$500,000**.

Proposed Lump-Sum Fees – Post-Grant Close-Out or Termination Period

- Our administrative fee for post-grant closeout compliance support is included in the proposed lump-sum fee. No additional administrative fees are anticipated for the termination period, should a lump-sum fee structure be utilized.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-710

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

APPROVAL FOR A 90-DAY EXTENSION TO THE LAND DONATION AGREEMENT WITH COMMUNITY LAND TRUST FOR AFFORDABLE HOUSING INFILL

RECOMMENDATION:

That City Council authorize a 90-day extension to the July 18, 2025 deadline, through an amendment to the Land Donation Agreement with the Northwest Florida Community Land Trust, dated July 18, 2024, related to the redevelopment of 2300 W. Jackson Street (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462), as well as the rehabilitation of 1491 N. E Street (Parcel ID# 000S009050016054), for the purpose of establishing long-term affordable housing. Further, that City Council authorize the Mayor to take the actions necessary to execute this amendment, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

On June 13, 2024, City Council held a public hearing related to the disposition of the three (3) infill sites, in accordance with Chapter 163, Part III, F.S., and approved of disposition via a Land Donation Agreement between the NWFL CLT, the City of Pensacola, and the CRA for the redevelopment of 2300 W Jackson Street, A (Parcel ID# 000S009060020172) and Spring Street (Parcel ID# 000S009003001462) and the rehabilitation of 1491 N E Street (Parcel ID# 000S009050016054). The Land Donation Agreement is dated July 18, 2024, with a twelve-month deadline for completion.

To allow sufficient time for finalizing the completion of the construction of the three properties, and in coordination with project partners, the Northwest Florida Community Land Trust and the Pensacola Home Builders Association (HBA), a non-profit organization, jointly, respectfully requests an extension of the Land Donation Agreement for an additional 90 days. This extension will support the continued progress and successful delivery of long-term affordable

housing within the CRA redevelopment districts.

PRIOR ACTION:

July 18, 2022 - The CRA declared the properties located at 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) surplus and available for disposition under the terms of the City of Pensacola Attainable Housing Infill Program.

August 18, 2022 - City Council approved disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

August 18, 2022 - City Council held a public hearing regarding the disposition of 2300 W Jackson Street, A and 1491 N E Street (formally 901 W Blount Street) at no cost to income-qualified homebuyers, subject to affordability requirements and pursuant to the terms of the City of Pensacola Attainable Housing Infill Program and Chapter 163, Part III, Florida Statutes.

September 29, 2022 - City Council declared the property at 113 North Spring Street surplus and available for disposition.

April 8, 2024 - The CRA authorized staff to begin the required public notice period for the donation of three residential properties to a community land trust, pursuant to Section 163.380 Florida Statutes.

June 10, 2024 – The CRA approved the land donation agreement with the Northwest Florida Community Land Trust for the redevelopment of the three (3) infill sites for long-term affordable housing subject to Council’s authorization to dispose of the properties and after public hearing under Chapter 163, Part III, F.S.

June 13, 2024 - City Council held a public hearing related to the disposition of the three (3) infill sites, in accordance with Chapter 163, Part III, F.S., and approved of disposition via a Land Donation Agreement to ensure long-term affordability, in line with prior Council actions and state statutes.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator

Erica Grancagnolo, Economic Development Director

Ann Teston, Incentives and Land Development Program Manager

ATTACHMENTS:

1. Amendment No. 1 to Land Donation Agreement
2. Land Donation Agreement Dated 7/15/2024

PRESENTATION: No

FIRST AMENDMENT TO LAND DONATION AGREEMENT

THIS FIRST AMENDMENT TO LAND DONATION AGREEMENT (the “**Amendment**”) shall hereby supplement and become a part of that certain Land Donation Agreement between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (the “**Land Trust**”), the City of Pensacola, Florida (the “**City**”), and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (the “**CRA**”). The Land Trust, City and CRA shall be referred to collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Parties entered into a Land Donation Agreement effective July 18, 2024, for the purpose of developing the Property by constructing or renovating single-family homes (the “**Agreement**”);

WHEREAS, the Parties have agreed to amend the Agreement to modify the Construction Deadline to October 16, 2025;

WHEREAS, the Parties now desire to reduce the terms of their revisions into this Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms not defined herein shall have the same meaning given to them in the Agreement.
2. Amendment to Agreement. The Construction Deadline in the Agreement is October 16, 2025.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same agreement.
4. Ratification. Other than as set forth above, the Agreement is hereby ratified and confirmed.

(end of text – signature pages to follow)

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates of their respective signatures below.

CITY OF PENSACOLA, a Florida
municipal corporation

By: D. C. Reeves, Mayor
Date: _____

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Approved as to form:

By: Adam C. Cobb, City Attorney

[separate signature pages follow]

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
PENSACOLA, FLORIDA, a public body,
corporate and politic

By: Teniade Broughton, Chairperson

Date: _____

[A separate signature page follows]

LAND TRUST:

NORTHWEST FLORIDA COMMUNITY
LAND TRUST, LLC, a Florida limited
liability company

By: _____

Its: _____

Date: _____

LAND DONATION AGREEMENT

This Land Donation Agreement (the “**Agreement**”) is made and entered into this 18th day of July, 2024 by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company (“**Land Trust**”), and the City of Pensacola, Florida, a Florida municipal corporation (“**City**”) and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida (“**CRA**”) (each of the City and CRA may hereinafter be referred to individually as a “**Donor**” and collectively as “**Donors**”).

WITNESSETH:

WHEREAS, the CRA is the owner of certain real property located at 1491 N. E Street, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit A (“**Parcel 1**”);

WHEREAS, the CRA is the owner of certain real property located at 2300 W. Jackson Street, A, Pensacola, Florida, as more particularly depicted and described in the attached Exhibit B (“**Parcel 2**”);

WHEREAS, the City is the owner of certain real property located on 113 N. Spring Street in Pensacola, Florida, Parcel ID #000S009003001462, as more particularly depicted in the attached Exhibit C (“**Parcel 3**”) (Parcel 1, Parcel 2 and Parcel 3 are hereinafter sometimes referred to individually as a “**Parcel**”, and, collectively as the “**Property**”);

WHEREAS, Land Trust is a not-for-profit charitable organization engaged in the development and provision of housing opportunities for low to moderate income people and families in the greater Pensacola metropolitan area;

WHEREAS, Donors desire to donate the Property to Land Trust, to be developed, improved, and used by, through or under the Land Trust in perpetuity for the sole purpose of provision of housing for low to moderate income people and families in Pensacola, Florida; and

WHEREAS, Land Trust agrees to accept the donation of the Property from Donors, subject to the terms and conditions and covenants further set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the mutual covenants, conditions and promises herein contained, the parties hereto, hereby agree as follows:

1. **Recitals and Exhibits.** The foregoing recitations are true and correct and are hereby incorporated herein by reference. All Exhibits annexed to this Agreement are hereby incorporated herein and by reference made a part hereof.

2. **Donation of the Property.** Donors agree to donate and Land Trust agrees to accept donation of the Property upon the terms and conditions hereafter set forth.

3. **Conditions Precedent to the Land Trust's Obligation.** Unless waived in whole or in part in writing by Land Trust (which Land Trust shall have the right to do), this Agreement and Land Trust's obligations hereunder are subject to and conditioned upon the satisfaction of each and all of the following (hereinafter sometimes collectively referred to as the "**Conditions Precedent**" and singularly as "**Condition Precedent**"):

(a) **Title Status.** After the execution of the Agreement, Land Trust shall obtain from a closing agent selected by Land Trust, at Land Trust's cost and expense, a commitment to issue title insurance by a licensed title insurer. Such commitment shall be for the issuance of an ALTA Form Owner's Title Insurance Policy on the Property without exception other than the standard pre-printed exceptions normally contained therein, and those exceptions acceptable to Land Trust in its sole and absolute discretion (collectively, the "**Permitted Exceptions**"). Further:

(i) Donors shall supply such standard sellers' affidavits and other documentation as is reasonably required and satisfactory to Donors to cause the standard printed exception for parties in possession to be deleted;

(ii) Donors shall supply such standard sellers' affidavits and other documentation as may be reasonably required and satisfactory to Donors so as to permit the standard printed exception for construction liens to be deleted;

(iii) Land Trust may cause a survey or surveys to be prepared by a Florida licensed land surveyor from being sufficient to permit the title insurance company in question to delete the standard printed exception regarding matters which would be reflected by an accurate field survey; and

(iv) Land Trust shall determine whether the Property has legal, appropriate and practicable access for Land Trust's use of the Property which determination shall be made at Land Trust's sole discretion.

Land Trust shall, on or before the Closing Date (as defined below), notify Donors of any objections which Land Trust may have to Donors' title or to the other matters listed above, which matters shall be treated as title defects if unsatisfactory to Land Trust. If Donors are unable or unwilling to cure the defect(s) of which Land Trust gave notice, then Land Trust shall have the right, but not the obligation, for an additional sixty (60) days, to itself cure such defect(s) in title (and, if applicable, to extend the Closing Date contemplated hereby). If, after expiration of the above-referenced time periods, Donor has not cured the defect(s) in title and Land Trust either does not exercise its right to attempt to cure or is unable to cure such defect(s) within the time period heretofore specified, and Land Trust does not choose, at its option, to accept title to the Property in its then existing conditions, thereby waiving such objections to title then this Agreement shall terminate.

(b) **Due Diligence, Feasibility.** On or before sixty (60) days following the effective date of this Agreement (the "**Due Diligence Period**"), Land Trust shall determine whether the development or re-development of the Property for the purposes stated

herein is feasible. In so doing, Land Trust shall, among other things, determine: (i) whether there are any zoning restrictions or other prohibitions, codes, regulations, ordinances or requirements imposed by any governmental or quasi-governmental authority which will prevent Land Trust from development or re-development of the Property in the manner contemplated by Land Trust or otherwise impact Land Trust or the Property in any way; and (ii) whether the Property is free from hazardous materials and does not constitute an environmental hazard under federal, state or local law.

In the event: (i) Land Trust is unable to use the Property as contemplated by this Agreement or such use of the Property is not feasible, in Land Trust's sole and absolute discretion; or (ii) Land Trust's due diligence reveals the existence of a regulatory or environmental concern, then this Agreement shall, at Land Trust's request, made during the Due Diligence Period, be cancelled at which time it will be null and void, and Donors and Land Trust shall be released and relieved of any and all further obligations hereunder or in connection herewith. In the event Land Trust cancels the Agreement due to the failure of any of the Conditions Precedent, Land Trust will provide the Donors with copies of any engineering reports, plans, inspection reports or other documentation obtained by Land Trust during the due diligence process which pertain to the Property. Land Trust's officers, agents, employees and contractors will have the right to enter upon the Property to conduct any surveys, inspections and investigations at Land Trust's risk. Land Trust shall hold harmless Donors and indemnify them against loss, cause, damage or claim arising from entry onto the Property by Land Trust's officers, agents, employees and contractors.

4. **Donors' Representations and Warranties.** As an inducement to Land Trust to execute this Agreement and to close the transaction contemplated hereby, each Donor represents and warrants to Land Trust that, as to itself:

(a) Such Donor has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which such Donor is a party.

(b) This Agreement has been duly authorized, executed and delivered by such Donor, creates legal, valid and binding obligations of said Donor, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which such Donor or its portion of the Property is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by such Donor (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) **DISCLAIMERS.** SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF DONORS SET FORTH IN THIS AGREEMENT AND ANY MATTERS SET FORTH IN THE DOCUMENTS TO BE DELIVERED IN CONNECTION WITH THE

CLOSING, IT IS UNDERSTOOD AND AGREED THAT DONORS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, AS TO HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT, LAND TRUST ACKNOWLEDGES AND AGREES THAT UPON CLOSING, DONORS SHALL DONATE AND CONVEY TO LAND TRUST AND LAND TRUST SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS."

(e) Donors' representations and warranties set forth in this Section 4 shall survive the Closing and thereafter shall be fully effective and enforceable.

5. **Land Trust's Representations and Warranties.**

(a) Land Trust has the full right, power and authority to enter into this Agreement, to perform under this Agreement, and to consummate the transactions contemplated by this Agreement and the consummation of the transactions contemplated by this Agreement will not violate any other agreement to which Land Trust is a party.

(b) This Agreement has been duly authorized, executed and delivered by Land Trust, creates legal, valid and binding obligations of Land Trust, and does not violate and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any judicial order, agreement, arrangements, understanding, accord, document or instrument by which Land Trust is bound.

(c) No consent, waiver, approval or authorization is required from any person or entity in connection with the execution, delivery and performance of this Agreement by Land Trust (other than those that have been obtained or will be obtained on or prior to the Closing).

(d) Land Trust's representations and warranties set forth in this Section 5 shall survive the Closing and thereafter shall be fully effective and enforceable.

6. **Land Trust's Covenants.**

(a) Within 12 months from the Effective Date ("**Construction Deadline**"), Land Trust shall:

- i. Cause a single-family home to be constructed upon each of Parcel 2 and Parcel 3 (each a "**Home**"). Each such Home shall be constructed in accordance with all applicable law, and issuance of a certificate of occupancy related to each such Home by the Construction Deadline shall be evidence of satisfaction of this subsection.
- ii. Cause the single-family home existing upon Parcel 1 to be remodeled to substantially like-new condition ("**Remodel**"). The Remodel shall

be completed in accordance with all applicable law, and issuance of a certificate of occupancy related to such Remodel by the Construction Deadline shall be evidence of satisfaction of this subsection.

(b) As to each Parcel and within 18 months following the Effective Date (“**Lease Deadline**”), Land Trust shall enter into, and deliver a fully-executed copy to the applicable Donor, a ground lease in substantially the form attached hereto as Exhibit D (the “**Ground Lease**”) with an “Income-Qualified Person” as defined in said Ground Lease. The form of Ground Lease shall not be changed without the prior written consent of the applicable Donor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Following the Lease Deadline, each Parcel shall at all times be used for the provision of housing for low to moderate income people and families and used and occupied only pursuant to the terms of a duly executed Ground Lease and to an “Income-Qualified Person” as defined in the Ground Lease. Without limiting the forgoing and understanding there may be transitional periods between tenants under the Ground Lease, in no event shall any Parcel be vacant or unoccupied for a period of longer than three consecutive months following the Lease Deadline, unless the reason for the vacancy is beyond the control of the Land Trust and the Land Trust is exercising reasonable diligence in enforcing its rights..

(d) Land Trust shall diligently and in good-faith monitor and enforce compliance with the terms of any Ground Lease. To that end, Land Trust agrees to promptly provide such information and documentation as may be requested by Donors to ensure Land Trust’s compliance with this provision, including, without limitation, such financial documentation and information of counterparties to any Ground Lease as reasonably sufficient to enable verification that such counterparty meets the standards of an “Income-Qualified Person” as defined in the Ground Lease. Land Trust further agrees that within 10 business days after a written request from any Donor, Land Trust shall deliver a duly executed and acknowledged written certification, in form and substance reasonably acceptable to the requesting Donor(s), as to the validity and force and effect of any Ground Lease, the existence of any default on the part of any party to a Ground Lease, and the existence of any offset, counterclaim or defense thereto on the part of Land Trust, as well as to any other matters as may be reasonably requested by Donors.

(e) Land Trust will not amend any Ground Lease without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(f) Land Trust will not allow any assignment or subletting of any interest in any Ground Lease by the counterparty thereto without Donors’ prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

(g) Land Trust’s covenants set forth in this Section 6 shall survive the Closing and thereafter shall be fully effective and enforceable.

7. **Land Trust’s Breach of Covenants.**

(a) Default. The occurrence of either of the following shall constitute an "Event of Default" under this Agreement:

- i. Should Land Trust at any time be in breach of the timely performance of its covenants set forth in Sections 6(e) or 6(f) above, and such breach remains un-remedied after expiration of a period of 30 days after delivery of a written notice from Donors to Land Trust specifying the breach in question; or
- ii. Should Land Trust be in breach of the timely performance of its covenants set forth in Sections 6(a)-6(d), above, and should such breach of performance remain un-remedied, after expiration of a period of thirty (30) days after delivery of a written notice from Donors to Land Trust specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a thirty (30) day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from Donors as is reasonably required by Land Trust to fulfill or perform such obligations, provided that Land Trust commences to fulfill such obligations or remedy such breach within thirty (30) days after notice from Donors and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

(b) Remedies of Donors. Upon any Event of Default, Donors shall have the right to buy back any Parcel affected by said Event of Default and all improvements thereon, including, without limitation, any Home or Remodel ("**Repurchase Option**"). Any such Repurchase Option shall be exercised by the Donor that conveyed the Parcel pursuant to this Agreement, by delivering written notice to Land Trust within 90 days following the Event of Default ("**Repurchase Notice**"). With the Repurchase Notice, Donors shall include a then-current appraisal issued by a Florida-licensed real estate appraiser appraising the value of a fee simple interest in the applicable Parcel and all improvements thereon ("**Appraisal**"), along with the identity and contact information for the closing agent selected by Donors that will conduct the closing of the transaction contemplated by the Repurchase Option ("**Repurchase Agent**"). The Appraisal shall include a separate valuation of the unimproved Parcel (the "**Vacant Parcel Value**") and the improvements upon said Parcel (the "**Improvement Value**"), all as if unencumbered, vacant, and fee-simple interests. For clarity, Land Trust will ensure that, within seven days following request, Donors and their respective appraiser(s) will have access to the Property and all improvements thereon sufficient to facilitate and enable the timely preparation and delivery of any Appraisal. As soon as possible and in any event within no later than 180 days following delivery of the Repurchase Notice ("**Repurchase Closing Date**"), Land Trust shall execute and deliver to the applicable Donor a special warranty deed for the applicable Parcel(s) and all improvements thereon ("**Repurchase Deed**") free and clear of any and all encumbrance or right, title, claim or interest of any person or entity other than the Permitted Exceptions. For avoidance of doubt, any Ground Lease will be considered a Permitted Exception if and only if no event of default exists under that Ground Lease on (i) the date of delivery of the Repurchase Notice, and (ii) the Repurchase Closing Date. . On the Repurchase

Closing Date, Land Trust shall likewise execute and deliver to the applicable Donor such customary seller's affidavits and other documents as are reasonably necessary or requested to enable the conveyance to Donor(s) contemplated hereby and the deletion of the standard title policy exceptions from any owner's policy of title insurance to issue in favor of Donors, along with an assignment and assumption of any Ground Lease affecting the repurchased Parcel(s), in form and substance reasonably satisfactory to Land Trust and the applicable Donor (collectively, such affidavit along with the deed from Land Trust are the "**Repurchase Documents**"). On the Repurchase Closing Date, Donor(s) will deliver to Land Trust the Improvement Value. Land Trust will pay any documentary stamp taxes and recording fees due in relation to any Repurchase Deed; otherwise, the parties will bear their own fees and costs associated with the exercise of any Repurchase Option. Land Trust's obligations under this Section 7(b) shall be enforceable by Grantors via an action for specific performance and by such other remedies available under applicable law.

(c) Following the exercise of any Repurchase Option, Donors agree to recognize and not disturb the rights of any tenant under a Ground Lease in place in relation to the repurchased Parcel(s), for so long as such tenant is not in default under the terms of said Ground Lease.

8. **Brokers.** The parties hereto represent and warrant unto the other party that there are no real estate brokers involved with respect to this transaction and there are no brokerage fees, finders fees or broker's commissions due as a result of their respective executions of this Agreement or which will be due as a result of the Closing by virtue of their respective acts, inactions, conduct or otherwise. Each party hereto does hereby agree to indemnify and hold the other harmless from any breach of their respective representations and warranties as set forth in this paragraph.

9. **Closing.** The closing of the transaction contemplated by this Agreement (execution and delivery of the statutory warranty deed, as well as the execution and delivery of all other documents required pursuant to this Agreement and the payment of all sums required to be paid) ("**Closing**") shall take place, if at all, at the time, place and manner hereinafter set forth.

(a) **Closing Date.** The Closing shall take place on such date as the parties may agree, but no later than sixty (60) days following the date of this Agreement, unless extended by the parties (the "**Closing Date**").

(b) **Place of Closing.** The Closing shall take place at closing agent determined by Land Trust ("**Closing Escrow Agent**"), on the Closing Date at such time as mutually is agreed to between Donor and Land Trust.

(c) **Closing Documents.** At Closing, each applicable Donor shall deliver to Land Trust a Special Warranty Deed for each of the Parcels, in the substantially the form attached hereto as Exhibit E.

(d) **Closing Expenses.** Land Trust shall be responsible for payment of the costs of Closing, including, but not limited to, the cost of any owner's title insurance premium and related title insurance costs, documentary stamp tax and recording fees on the deed and Land Trust's attorney's fees. Donor shall be responsible for Donor's attorney's fees and tax advisor fees, if any. Property taxes for the year of closing shall be prorated to the Closing Date.

10. **Governing Law/Venue/Waiver of Trial by Jury.** This Agreement shall be governed by and enforced and construed under the laws of the State of Florida (without regard to its conflicts of laws provisions). Venue will be in Escambia County, Florida. Neither Land Trust nor Donors shall seek a jury trial on any lawsuit, proceeding or counterclaim based upon or arising out of this Agreement, or the relationship between the parties hereto. The provisions of this paragraph shall survive the termination or consummation of this Agreement.

11. **Captions.** All captions or title of paragraphs used in this Agreement are for convenience only and are not intended to construe, limit, define or describe the scope or intent of any paragraph of this Agreement nor in any way affect this Agreement.

12. **Counterparts.** This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

13. **Binding Effects.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns.

14. **Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed, and/or delivered by Donors and Land Trust, Donor and Land Trust agree to perform, execute, and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing any and all such further acts, deeds, and assurances as may be necessary to consummate the transaction contemplated hereby.

15. **Construction of Terms.** Where appropriate, any word denoting the singular shall be deemed to denote the plural, and vice versa. Where appropriate, any word denoting or referring to one gender shall be deemed to include the other gender.

16. **Time of the Essence.** Time is of the essence of this Agreement.

17. **Effective Date.** Whenever used herein the "date hereof," the "effective date" and the "date of the execution of this Agreement" shall be deemed to mean the date the last of the parties hereto has executed this Agreement.

18. **Entire Agreement.** This contract contains the sole and entire agreement of Donors and Land Trust with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Donors and Land

Trust and not incorporated or referred to herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by both Donors and Land Trust.

19. **Survival.** It is understood and agreed that the ongoing and perpetual enforceability of the parties' respective covenants, representations and warranties contained herein are material to the parties' willingness and ability to consummate the transactions contemplated hereby. As a result, all of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after Closing and shall not be merged with the documents delivered in connection therewith.

20. **Florida Public Records Law.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by Donors will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Land Trust shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Land Trust.

21. **Relationship.** Nothing herein shall be construed to create or imply the existence of a partnership, joint venture or other relationship of any kind or nature between Land Trust and either Donor.

22. **Radon.** In accordance with Florida law, the following disclosure is hereby made:

RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed 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.

23. **Notices.** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, or (b) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to City:

City of Pensacola
Attn: City Administrator
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to CRA:

Community Redevelopment Agency of the City of Pensacola
Attn: CRA Division Manager
222 West Main Street
Pensacola, Florida 32502

With a copy to:

City of Pensacola
Attn: City Attorney
222 West Main Street
Pensacola, Florida 32502

If to Land Trust:

Northwest Florida Community Land Trust, LLC
300A W. Leonard Street
Pensacola, Florida 32501

With a copy to:

Moorhead Law Group
Attn: Stephen R. Moorhead
127 Palafox Place, Suite 200
Pensacola, Florida 32502

or to such other address as any party may from time to time designate by notice in writing to the other. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 23 shall constitute delivery.

24. **Waiver.** The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein, shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with such term, condition, or covenant.

25. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all

respects as if such invalid or unenforceable provision were omitted.

26. **Amendment.** Neither this Agreement nor any provision hereof may be changed, amended, modified, waived, or discharged either orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

(end of text – signature page to follow)

IN WITNESS WHEREOF, Donors and Land Trust have executed this Agreement and have hereunto set their hands and seals as of the dates of their respective signatures below.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____

D.C. Reeves, Mayor

Date: _____

(AFFIX CITY SEAL)

Attest:


Ericka L. Burnett, City Clerk

Approved as to form:

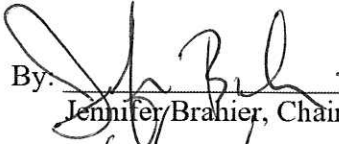
By: _____

Adam C. Cobb, City Attorney

[Separate signature pages follow.]

Land Donation Agreement – signature page

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, a public body,
corporate and politic

By: 
Jennifer Brahier, Chairperson
Date: 6/10/2024

[A separate signature page follows.]

Land Donation Agreement – signature page

NORTHWEST FLORIDA COMMUNITY LAND
TRUST, LLC, a Florida limited liability company

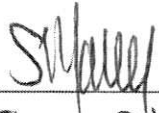
Sign: 
Print: SAMUEL R YOUNG
Title: PRESIDENT/CEO
Date: 7-2-26

EXHIBIT "A"

Parcel 1

Parcel ID: 000S009050016054



EXHIBIT "B"

Parcel 2

Parcel ID: 000S009060020172



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EXHIBIT "C"

Parcel 3

Parcel ID: 000S009003001462



EXHIBIT "D"

Form of Ground Lease

[to be attached]

Ground Lease

between

NORTHWEST FLORIDA COMMUNITY LAND TRUST

and

[Name], Homeowner

dated as of
the ____ day of _____, 20 ____

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- Exhibit LEASED LAND
- Exhibit DEED
- Exhibit PERMITTED MORTGAGES
- Exhibit FIRST REFUSAL

Other Exhibits to be Attached as Appropriate

- Exhibit RESTRICTIONS
- Exhibit INITIAL APPRAISAL

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") entered into this _____ day of _____, 20____, by and between Northwest Florida Community Land Trust, LLC, a Florida limited liability company, having an office at 300 W Leonard St, Pensacola, FL 32501 ("CLT"), and _____ ("Homeowner").

RECITALS

- A. CLT is organized exclusively for charitable purposes, including the purpose of providing homeownership opportunities for low and moderate income (30 – 120% AMI) people who would otherwise be unable to afford homeownership.
- B. A goal of CLT is to preserve affordable homeownership opportunities through the long-term leasing of land under owner-occupied homes.
- C. The Leased Land described in this Lease has been acquired and is being leased by CLT in furtherance of this goal.
- D. The Homeowner shares the purposes of CLT and has agreed to enter into this Lease not only to obtain the benefits of homeownership, but also to further the charitable purposes of CLT.
- E. Homeowner and CLT recognize the special nature of the terms of this Lease, and each of them accepts these terms, including those terms that affect the marketing and resale price of the property now being purchased by the Homeowner.
- F. Homeowner and CLT agree that the terms of this Lease further their shared goals over an extended period of time and through a succession of owners.

NOW THEREFORE, Homeowner and CLT agree on all of the terms and conditions of this Lease as set forth below.

DEFINITIONS: Homeowner and CLT agree on the following definitions of key terms used in this Lease.

Leased Land: the parcel of land, described in Exhibit: LEASED LAND, that is leased to the Homeowner.

Home: the residential structure and other permanent improvements located on the Leased Land and owned by the Homeowner, including both the original Home described in Exhibit: DEED, and all permanent improvements added thereafter by Homeowner at Homeowner's expense.

Area Median Income (AMI): Area median income is defined as the midpoint of a specific area's income distribution and is calculated on an annual basis by the Department of Housing and Urban Development.

Base Price: the total price that is paid for the Home by the Homeowner (including the amount provided by a first mortgage loan but not including subsidy in the form of deferred loans to the Homeowner).

Purchase Option Price: the maximum price the Homeowner is allowed to receive for the sale of the Home and the Homeowner's right to possess, occupy and use the Leased Land, as defined in Article 10 of this Lease.

Lease Fee: The monthly fee that the Homeowner pays to the CLT for the continuing use of the Leased Land and any additional amounts that the CLT charges to the Homeowner for reasons permitted by this Lease.

Permitted Mortgage: A mortgage or deed of trust on the Home and the Homeowner's right to possess, occupy and use the Leased Land granted to a lender by the Homeowner with the CLT's Permission. The Homeowner may not mortgage the CLT's interest in the Leased Land, and may not grant any mortgage or deed of trust without CLT's Permission.

Event of Default: Any violation of the terms of the Lease unless it has been corrected ("cured") by Homeowner or the holder of a Permitted Mortgage in the specified period of time after a written notice of default has been given by CLT.

Due Date: With respect to: (a) the Lease Fee, the date on which such Lease Fee is due as provided in this Lease; and (b) any Imposition, the last date on which such Imposition can be paid without any fine, penalty, interest or cost being added thereto or imposed by law for the non-payment thereof. The time cutoff is 5:00 p.m. for all Due Dates.

ARTICLE 1: Homeowner's Letter of Agreement and Attorney's Letter of Acknowledgment are Attached as Exhibits.

Attached as Exhibit HOMEOWNER'S LETTER OF AGREEMENT AND ATTORNEY'S LETTER OF ACKNOWLEDGMENT and made part of this Lease by reference are a Letter of Agreement from the Homeowner, describing the Homeowner's understanding and acceptance of this Lease (including the parts of the Lease that affect the resale of the Home), and a Letter of Acknowledgment from the Homeowner's attorney, describing the attorney's review of the Lease with the Homeowner.

ARTICLE 2: Leasing of Rights to the Land

2.1 CLT LEASES THE LAND TO HOMEOWNER: The CLT hereby leases to the Homeowner, and Homeowner hereby accepts, the right to possess, occupy and use the Leased Land in accordance with the terms of this Lease. CLT has furnished to Homeowner a copy of the most current title report, if any, obtained by CLT for the Leased Land, and Homeowner accepts title to the Leased Land in its condition "as is" as of the signing of this Lease.

2.2 MINERAL RIGHTS NOT LEASED TO HOMEOWNER: CLT does not lease to Homeowner the right to remove from the Leased Land any minerals lying beneath the Leased Land's surface. Ownership of such minerals remains with the CLT (or may be owned by prior owners), but the CLT shall not remove any such minerals from the Leased Land without the Homeowner's written permission.

ARTICLE 3: Term of Lease, Change of Land Owner

3.1 TERM OF LEASE IS 99 YEARS: This Lease shall remain in effect for 99 years, beginning on the ____ day of _____, 20__, and ending on the ____ day of _____, 21__, unless ended sooner or renewed as provided below.

3.2 HOMEOWNER CAN RENEW LEASE FOR ANOTHER 99 YEARS: Homeowner may renew this Lease for one additional period of 99 years. The CLT may change the terms of the Lease for the renewal period prior to the beginning of the renewal period but only if these changes do not materially and adversely interfere with the rights possessed by Homeowner under the Lease. Not more than 365 nor less than 180 days before the last day of the first 99-year period, CLT shall give Homeowner a written notice that states the date of the expiration of the first 99-year period and the conditions for renewal as set forth in the following paragraph (the "Expiration Notice"). The Expiration Notice shall also describe any

changes that CLT intends to make in the Lease for the renewal period as permitted above.

The Homeowner shall then have the right to renew the Lease only if the following conditions are met: (a) within 60 days of receipt of the Expiration Notice, the Homeowner shall give CLT written notice stating the Homeowner's desire to renew (the "Renewal Notice"); (b) this Lease shall be in effect on the last day of the original 99-year term, and (c) the Homeowner shall not be in default under this Lease or under any Permitted Mortgage on the last day of the original 99-year term.

When Homeowner has exercised the option to renew, Homeowner and CLT shall sign a memorandum stating that the option has been exercised. The memorandum shall comply with the requirements for a notice of lease as stated in Section 14.12 below. CLT shall record this memorandum in accordance with the requirements of law promptly after the beginning of the renewal period.

3.3 WHAT HAPPENS IF CLT DECIDES TO SELL THE LEASED LAND: If ownership of the Leased Land is ever transferred by CLT (whether voluntarily or involuntarily) to any other person or institution, this Lease shall not cease, but shall remain binding on the new land-owner as well as the Homeowner. If CLT agrees to transfer the Leased Land to any person or institution other than a non-profit corporation, charitable trust, government agency or other similar institution sharing the goals described in the Recitals above, the Homeowner shall have a right of first refusal to purchase the Leased Land. The details of this right shall be as stated in the attached Exhibit FIRST REFUSAL. Any sale or other transfer contrary to this Section 3.3 shall be null and void. Notwithstanding the forgoing or anything herein to the contrary, any right of first refusal granted hereby shall be subordinate and inferior to that held by the City of Pensacola and/or the Community Redevelopment Agency of the City of Pensacola, as reflected in that certain Special Warranty Deed recorded at Book _____, Page _____ of the Official Records of Escambia County, Florida.

ARTICLE 4: Use of Leased Land

4.1 HOMEOWNER MAY USE THE HOME ONLY FOR RESIDENTIAL AND RELATED PURPOSES: Homeowner shall use, and allow others to use, the Home and Leased Land only for residential purposes and any activities related to residential use that were permitted by local zoning law when the Lease was signed, as indicated in the attached Exhibit ZONING.

Use of the Leased Land shall be further limited by the restrictions described in the attached Exhibit RESTRICTIONS.]

4.2 HOMEOWNER MUST USE THE HOME AND LEASED LAND RESPONSIBLY AND IN COMPLIANCE WITH THE LAW: Homeowner shall use the Home and Leased Land in a way that will not cause harm to others or create any public nuisance. Homeowner shall dispose of all waste in a safe and sanitary manner. Homeowner shall maintain all parts of the Home and Leased Land in safe, sound and habitable condition, in full compliance with all laws and regulations, and in the condition that is required to maintain the insurance coverage required by Section 9.4 of this Lease.

4.3 HOMEOWNER IS RESPONSIBLE FOR USE BY OTHERS: Homeowner shall be responsible for the use of the Home and Leased Land by all residents and visitors and anyone else using the Leased Land with Homeowner's permission and shall make all such people aware of the restrictions on use set forth in this Lease.

4.4 HOMEOWNER MUST OCCUPY THE HOME FOR AT LEAST 11 MONTHS EACH YEAR: Homeowner shall occupy the Home for at least

11 months of each year of this Lease, unless otherwise agreed by CLT. Occupancy by Homeowner's child, spouse, domestic partner, or other persons approved by CLT shall be considered occupancy by Homeowner. Neither compliance with the occupancy requirement nor CLT's permission for an extended period of non-occupancy constitutes permission to sublease the Leased Land and Home, which is addressed in Section 4.5 below.

4.5 LEASED LAND MAY NOT BE ASSIGNED OR SUBLEASED WITHOUT CLT'S PERMISSION. Except as otherwise provided in Article 8 and Article 10, Homeowner shall not sublease, assign, sell or otherwise convey any of Homeowner's rights under this Lease, for any period of time, without the written permission of CLT. Homeowner agrees that CLT shall have the right to withhold such consent in order to further the purposes of this Lease.

If permission for subleasing is granted, the sublease shall be subject to the following conditions.

- a) Any sublease shall be subject to all of the terms of this Lease.
- b) The rental or occupancy fee charged the sub-lessee shall not be more than the amount of the Lease Fee charged the Homeowner by the CLT, plus an amount approved by CLT to cover Homeowner's costs in owning the Home, including but not limited to the cost of taxes, insurance and mortgage interest.

4.6 CLT HAS A RIGHT TO INSPECT THE LEASED LAND: The CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, at any reasonable time, after notifying the Homeowner at least 48 hours before the planned inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency. In an emergency, the CLT may inspect any part of the Leased Land except the interiors of fully enclosed buildings, after making reasonable efforts to inform the Homeowner before the inspection.

If the CLT has received an Intent-To-Sell Notice (as described in Section 10.4 below), then the CLT has the right to inspect the interiors of all fully enclosed buildings to determine their condition prior to the sale. The CLT must notify the Homeowner at least 24 hours before carrying out such an inspection.

4.7 HOMEOWNER HAS A RIGHT TO QUIET ENJOYMENT: Homeowner has the right to quiet enjoyment of the Leased Land. The CLT has no desire or intention to interfere with the personal lives, associations, expressions, or actions of the Homeowner in any way not permitted by this Lease.

ARTICLE 5: Lease Fee

5.1 AMOUNT OF LEASE FEE: The Homeowner shall pay a monthly Lease Fee in an amount equal to the sum of \$_____ to be paid in return for the continuing right to possess, occupy, and use the Leased Land.

5.2 WHEN THE LEASE FEE IS TO BE PAID: The Lease Fee shall be payable to CLT on the first day of each month for as long as this Lease remains in effect, unless the Lease Fee is to be escrowed and paid by a Permitted Mortgagee, in which case payment shall be made as directed by such mortgagee.

5.3 HOW THE AMOUNT OF THE LEASE FEE HAS BEEN DETERMINED: The amount of the Lease Fee stated in Section 5.1 above has been determined as follows. First, the approximate monthly fair rental value of the Leased Land has been established, as of the beginning of the Lease term, recognizing that use of the Leased Land is restricted by certain provisions imposed by this Lease. Then the affordability of this monthly amount for the Homeowner has been analyzed and, if necessary, the Lease Fee has been reduced to an amount considered to be affordable for Homeowner.

5.4 CLT MAY REDUCE OR SUSPEND THE LEASE FEE TO IMPROVE AFFORDABILITY: CLT may reduce, in its sole discretion, or suspend the total amount of the Lease Fee for a period of time for the purpose of improving the affordability of the Homeowner's monthly housing costs. Any such reduction or suspension must be in writing and signed by CLT.

5.5 FEES MAY BE INCREASED FROM TIME TO TIME: The CLT may increase the amount of the Lease Fee and/or the Repair Reserve Fee from time to time, but not more often than once every 3 years. Each time such amounts are increased, the total percentage of increase since the date this Lease was signed shall not be greater than the percentage of increase, over the same period of time, in the Consumer Price Index for urban wage earners and clerical workers for the urban area in which the Leased Land is located, or, if none, for urban areas the size of Escambia County, Florida.

5.6 LEASE FEE WILL BE INCREASED IF RESTRICTIONS ARE REMOVED: If, for any reason, the provisions of Article 10 regarding transfers of the Home or Sections 4.4 and 4.5 regarding occupancy and subleasing are suspended or invalidated for any period of time, then during that time the Lease Fee shall be increased to an amount calculated by CLT to equal the fair rental value of the Leased Land for use not restricted by the suspended provisions, but initially an amount not exceeding \$_____ dollars. Such increase shall become effective upon CLT's written notice to Homeowner. Thereafter, for so long as these restrictions are not reinstated in the Lease, the CLT may, from time to time, further increase the amount of such Lease Fee, provided that the amount of the Lease Fee does not exceed the fair rental value of the Leased Land, and provided that such increases do not occur more often than once in every 5 years.

5.7 IF PAYMENT IS LATE, A LATE FEE CAN BE CHARGED: If the CLT has not received any monthly installment of the Lease Fee on or before the date on which such installment first becomes payable under this Lease (the "Due Date"), the CLT may require Homeowner to pay a late fee from the Due Date through and including the date such payment or installment is received by CLT, at a fee not to exceed \$10 per day payment is late. Such late fee shall be deemed additional Lease Fee and shall be paid by Homeowner to CLT upon demand; provided, however, that CLT shall waive any such late fee that would otherwise be payable to CLT if such payment of the Lease Fee is received by CLT on or before the thirtieth (30th) day after the Due Date.

5.8 CLT CAN COLLECT UNPAID FEES WHEN HOME IS SOLD: In the event that any amount of payable Lease Fee remains unpaid when the Home is sold, the outstanding amount of payable Lease Fee, including any interest as provided above, shall be paid to CLT out of any proceeds from the sale that would otherwise be due to Homeowner. The CLT shall have, and the Homeowner hereby consents to, a lien upon the Home for any unpaid Lease Fee. Such lien shall be prior to all other liens and encumbrances on the Home except (a) liens and encumbrances recorded before the recording of this Lease, (b) Permitted Mortgages as defined in section 8.1 below; and (c) liens for real property taxes and other governmental assessments or charges against the Home.

ARTICLE 6: Taxes and Assessments

6.1 HOMEOWNER IS RESPONSIBLE FOR PAYING ALL TAXES AND ASSESSMENTS: Homeowner shall pay directly, when due, all taxes and governmental assessments that relate to the Home and the Leased Land (including any taxes relating to the CLT's interest in the Leased Land).

6.2 CLT WILL FORWARD ANY TAX BILLS IT RECEIVES TO HOMEOWNER: In the event that the local taxing authority bills CLT for any portion of the taxes on the Home or Leased Land, CLT shall pass the bill to Homeowner and Homeowner shall promptly pay this bill.

6.3 HOMEOWNER HAS A RIGHT TO CONTEST TAXES: Homeowner shall have the right to contest the amount or validity of any taxes relating to the Home and Leased Land. Upon receiving a reasonable request from Homeowner for assistance in this matter, CLT shall join in contesting such taxes. All costs of such proceedings shall be paid by Homeowner.

6.4 IF HOMEOWNER FAILS TO PAY TAXES, CLT MAY INCREASE LEASE FEE: In the event that Homeowner fails to pay the taxes or other charges described in Section 6.1 above, CLT may increase Homeowner's Lease Fee to offset the amount of taxes and other charges owed by Homeowner. Upon collecting any such amount, CLT shall pay the amount collected to the taxing authority in a timely manner. CLT shall have the right but not the obligation to advance taxes and then charge such taxes to the Homeowner.

6.5 PARTY THAT PAYS TAXES MUST SHOW PROOF: When either party pays taxes relating to the Home or Leased Land, that party shall furnish satisfactory evidence of the payment to the other party. A photocopy of a receipt shall be the usual method of furnishing such evidence.

ARTICLE 7: The Home

7.1 HOMEOWNER OWNS THE HOUSE AND ALL OTHER IMPROVEMENTS ON THE LEASED LAND: All structures, including the house, fixtures, and other improvements purchased, constructed, or installed by the Homeowner on any part of the Leased Land at any time during the term of this Lease (collectively, the "Home") shall be property of the Homeowner. However, Homeowner's rights of ownership are limited by certain provisions of this Lease, including provisions regarding the sale or leasing of the Home by the Homeowner and the CLT's option to purchase the Home. In addition, Homeowner shall not remove any part of the Home from the Leased Land without CLT's prior written consent.

7.2 HOMEOWNER PURCHASES HOME WHEN SIGNING LEASE: Upon the signing of this Lease, Homeowner is simultaneously purchasing the Home located at that time on the Leased Land.

7.3 CONSTRUCTION CARRIED OUT BY HOMEOWNER MUST COMPLY WITH CERTAIN REQUIREMENTS: Any construction in connection with the Home is permitted only if the following requirements are met: (a) all costs shall be paid for by the Homeowner; (b) all construction shall be performed in a professional manner and shall comply with all applicable laws and regulations; (c) all changes in the Home shall be consistent with the permitted uses described in Article 4; (d) the footprint, square-footage, or height of the Home shall not be increased and new structures shall not be built or installed on the Leased Land without the prior written consent of CLT.

For any construction requiring CLT's prior written consent, Homeowner shall submit a written request to the CLT. Such request shall include:

- a) a written statement of the reasons for undertaking the construction;
- b) a set of drawings (floor plan and elevations) showing the dimensions of the proposed construction;
- c) a list of the necessary materials, with quantities needed;
- d) a statement of who will do the work;

If the CLT finds it needs additional information it shall request such information from Homeowner within two weeks of receipt of Homeowner's request. The CLT then, within two weeks of receiving all necessary information (including any additional information it may have requested) shall give Homeowner either its written consent or a written statement of its reasons for not consenting. Before construction can begin, Homeowner shall provide CLT with copies of all necessary building permits, if not previously provided.

7.4 HOMEOWNER MAY NOT ALLOW LIENS TO REMAIN AGAINST LEASED LAND OR HOME: No lien of any type shall attach to the CLT's title to the Leased Land. Homeowner shall not permit any statutory or similar lien to be filed against the Leased Land or the Home which remains more than 60 days after it has been filed. Homeowner shall take action to discharge such lien, whether by means of payment, deposit, bond, court order, or other means permitted by law. If Homeowner fails to discharge such lien within the 60-day period, then Homeowner shall immediately notify CLT of such failure. CLT shall have the right to discharge the lien by paying the amount in question. Homeowner may, at Homeowner's expense, contest the validity of any such asserted lien, provided Homeowner has furnished a bond or other acceptable surety in an amount sufficient to release the Leased Land from such lien. Any amounts paid by CLT to discharge such liens shall be treated as an additional Lease Fee payable by Homeowner upon demand.

7.5 HOMEOWNER IS RESPONSIBLE FOR SERVICES, MAINTENANCE AND REPAIRS: Homeowner hereby assumes responsibility for furnishing all services or facilities on the Leased Land, including but not limited to heat, electricity, air conditioning and water. CLT shall not be required to furnish any services or facilities or to make any repairs to the Home. Homeowner shall maintain the Home and Leased Land as required by Section 4.2 above and shall see that all necessary repairs and replacements are accomplished in a reasonable time not to exceed thirty (30) days following written notice by the CLT.

7.6 RESERVED

7.7 WHEN LEASE ENDS, OWNERSHIP REVERTS TO CLT, WHICH SHALL REIMBURSE HOMEOWNER: Upon the expiration or termination of this Lease, ownership of the Home shall revert to CLT. Upon thus assuming title to the Home, CLT shall promptly pay Homeowner and Permitted Mortgagee(s), as follows:

FIRST, CLT shall pay any Permitted Mortgagee(s) the full amount owed to such mortgagee(s) by Homeowner;

SECOND, CLT shall pay the Homeowner the balance of the Purchase Option Price calculated in accordance with Article 10 below, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease. The Homeowner shall be responsible for any costs necessary to clear any additional liens or other charges related to the Home which may be assessed against the Home. If the Homeowner fails to clear such liens or charges, the balance due the Homeowner shall also be reduced by the amount necessary to release such liens or charges, including reasonable attorneys fees incurred by the CLT.

ARTICLE 8: Financing

8.1 HOMEOWNER CANNOT MORTGAGE THE HOME WITHOUT CLT'S PERMISSION: The Homeowner may mortgage the Home only with the written permission of CLT. Any mortgage permitted in writing by the CLT is defined as a

Permitted Mortgage, and the holder of such a mortgage is defined as a Permitted Mortgagee.

8.2 BY SIGNING LEASE, CLT GIVES PERMISSION FOR ORIGINAL MORTGAGE. By signing this Lease, CLT gives written permission for any mortgage or deed of trust signed by the Homeowner effective on the day this Lease is signed for the purpose of financing Homeowner's purchase of the Home.

8.3 HOMEOWNER MUST GET SPECIFIC PERMISSION FOR REFINANCING OR OTHER SUBSEQUENT MORTGAGES. If, at any time subsequent to the purchase of the Home and signing of the Lease, the Homeowner seeks a loan that is to be secured by a mortgage on the Home (to refinance an existing Permitted Mortgage or to finance home repairs or for any other purpose), Homeowner must inform CLT, in writing, of the proposed terms and conditions of such mortgage loan at least 15 business days prior to the expected closing of the loan. The information to be provided to the CLT must include:

- a. the name of the proposed lender;
- b. Homeowner's reason for requesting the loan;
- c. the principal amount of the proposed loan and the total mortgage debt that will result from the combination of the loan and existing mortgage debt, if any;
- d. expected closing costs;
- e. the rate of interest;
- f. the repayment schedule; and
- g. a copy of the appraisal commissioned in connection with the loan request.

CLT may also require Homeowner to submit additional information. CLT will not permit such a mortgage loan if the loan increases Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below, or if the terms of the transaction otherwise threaten the interests of either the Homeowner or the CLT.

8.4 CLT IS REQUIRED TO PERMIT A "STANDARD PERMITTED MORTGAGE." The CLT shall be required to permit any mortgage for which the mortgagee has signed a "Standard Permitted Mortgage Agreement" as set forth in "Exhibit: Permitted Mortgages, Part C," and for which the loan secured thereby does not increase Homeowner's total mortgage debt to an amount greater than 90% of the then current Purchase Option Price, calculated in accordance with Article 10 below.

8.5 A PERMITTED MORTGAGEE HAS CERTAIN OBLIGATIONS UNDER THE LEASE. Any Permitted Mortgagee shall be bound by each of the requirements stated in "Exhibit: Permitted Mortgages, Part A, Obligations of Permitted Mortgagee," which is made a part of this Lease by reference, unless the particular requirement is removed, contradicted or modified by a Rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

8.6 A PERMITTED MORTGAGEE HAS CERTAIN RIGHTS UNDER THE LEASE. Any Permitted Mortgagee shall have all of the rights and protections stated in "Exhibit: Permitted Mortgages, Part B, Rights of Permitted Mortgagee," which is made a part of this Lease by reference.

8.7 IN THE EVENT OF FORECLOSURE, ANY PROCEEDS IN EXCESS OF THE PURCHASE OPTION PRICE WILL GO TO CLT. Homeowner and CLT recognize that it would be contrary to the purposes of this agreement if Homeowner could receive more than the Purchase Option Price as the result of the foreclosure of a mortgage. Therefore, Homeowner hereby irrevocably assigns to

CLT all net proceeds of sale of the Home that would otherwise have been payable to Homeowner and that exceed the amount of net proceeds that Homeowner would have received if the property had been sold for the Purchase Option Price, calculated as described in Section 10.10 below. Homeowner authorizes and instructs the Permitted Mortgagee, or any party conducting any sale, to pay such excess amount directly to CLT. If, for any reason, such excess amount is paid to Homeowner, Homeowner hereby agrees to promptly pay such amount to CLT.

ARTICLE 9: Liability, Insurance, Damage and Destruction, Eminent Domain

9.1 HOMEOWNER ASSUMES ALL LIABILITY. Homeowner assumes all responsibility and liability related to Homeowner's possession, occupancy and use of the Leased Land.

9.2 HOMEOWNER MUST DEFEND CLT AGAINST ALL CLAIMS OF LIABILITY. Homeowner shall defend, indemnify and hold CLT harmless against all liability and claims of liability for injury or damage to person or property from any cause on or about the Leased Land. Homeowner waives all claims against CLT for injury or damage on or about the Leased Land. However, CLT shall remain liable for injury or damage due to the grossly negligent or intentional acts or omissions of CLT or CLT's agents or employees.

9.3 HOMEOWNER MUST REIMBURSE CLT. In the event the CLT shall be required to pay any sum that is the Homeowner's responsibility or liability, the Homeowner shall reimburse the CLT for such payment and for reasonable expenses caused thereby.

9.4 HOMEOWNER MUST INSURE THE HOME AGAINST LOSS AND MUST MAINTAIN LIABILITY INSURANCE ON HOME AND LEASED LAND.

Homeowner shall, at Homeowner's expense, keep the Home continuously insured against "all risks" of physical loss, using Insurance Services Office (ISO) Form HO 00 03, or its equivalent, for the full replacement value of the Home, and in any event in an amount that will not incur a coinsurance penalty. The amount of such insured replacement value must be approved by the CLT prior to the commencement of the Lease. Thereafter, if the CLT determines that the replacement value to be insured should be increased, the CLT shall inform the Homeowner of such required increase at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. If Homeowner wishes to decrease the amount of replacement value to be insured, Homeowner shall inform the CLT of the proposed change at least 30 days prior to the time such change would take effect. The change shall not take effect without CLT's approval.

Should the Home lie in a flood hazard zone as defined by the National Flood Insurance Plan, the Homeowner shall keep in full force and effect flood insurance in the maximum amount available.

The Homeowner shall also, at its sole expense, maintain in full force and effect public liability insurance using ISO Form HO 00 03 or its equivalent in the amount of \$300,000 per occurrence and in the aggregate. The CLT shall be named as an additional insured using ISO Form HO 04 41 or its equivalent, and certificates of insurance shall be delivered to the CLT prior to the commencement of the Lease and at each anniversary date thereof.

The dollar amounts of such coverage may be increased from time to time at the CLT's request but not more often than once in any one-year period. CLT shall inform the Homeowner of such required increase in coverage at least 30 days prior to the next date on which the insurance policy is to be renewed, and the Homeowner shall assure that the renewal includes such change. The amount of

such increase in coverage shall be based on current trends in homeowner's liability insurance coverage in the area in which the Home is located.

9.5 HOME IS DAMAGED OR DESTROYED. Except as provided below, in the event of fire or other damage to the Home, Homeowner shall take all steps necessary to assure the repair of such damage and the restoration of the Home to its condition immediately prior to the damage. All such repairs and restoration shall be completed as promptly as possible. Homeowner shall also promptly take all steps necessary to assure that the Leased Land is safe and that the damaged Home does not constitute a danger to persons or property.

If Homeowner, based on professional estimates, determines either (a) that full repair and restoration is physically impossible, or (b) that the available insurance proceeds will pay for less than the full cost of necessary repairs and that Homeowner cannot otherwise afford to cover the balance of the cost of repairs, then Homeowner shall notify CLT of this problem, and CLT may then help to resolve the problem. Methods used to resolve the problem may include efforts to increase the available insurance proceeds, efforts to reduce the cost of necessary repairs, efforts to arrange affordable financing covering the costs of repair not covered by insurance proceeds, and any other methods agreed upon by both Homeowner and CLT.

If Homeowner and CLT cannot agree on a way of restoring the Home in the absence of adequate insurance proceeds, then Homeowner may give CLT written notice of intent to terminate the Lease. The date of actual termination shall be no less than 60 days after the date of Homeowner's notice of intent to terminate. Upon termination, any insurance proceeds payable to Homeowner for damage to the Home shall be paid as follows.

FIRST, to the expenses of their collection;

SECOND, to any Permitted Mortgagee(s), to the extent required by the Permitted Mortgage(s);

THIRD, to the expenses of enclosing or razing the remains of the Home and clearing debris;

FOURTH, to the CLT for any amounts owed under this Lease;

FIFTH, to the Homeowner, up to an amount equal to the Purchase Option Price, as of the day prior to the loss, less any amounts paid with respect to the second, third, and fourth clauses above; and

SIXTH, the balance, if any, to the CLT.

9.6 SOME OR ALL OF THE LAND IS TAKEN FOR PUBLIC USE. If all of the Leased Land is taken by eminent domain or otherwise for public purposes, or if so much of the Leased Land is taken that the Home is lost or damaged beyond repair, the Lease shall terminate as of the date when Homeowner is required to give up possession of the Leased Land. Upon such termination, the entire amount of any award(s) paid shall be allocated in the way described in Section 9.5 above for insurance proceeds.

In the event of a taking of a portion of the Leased Land that does not result in damage to the Home or significant reduction in the usefulness or desirability of the Leased Land for residential purposes, then any monetary compensation for such taking shall be allocated entirely to CLT.

In the event of a taking of a portion of the Leased Land that results in damage to the Home only to such an extent that the Home can reasonably be restored to a residential use consistent with this Lease, then the damage shall be treated as damage is treated in Section 9.5 above, and monetary compensation shall be allocated as insurance proceeds are to be allocated under Section 9.5.

9.7 IF PART OF THE LAND IS TAKEN, THE LEASE FEE MAY BE REDUCED. In the event of any taking that reduces the size of the Leased Land but does not result in the termination of the Lease, CLT shall reassess the fair rental value of the remaining Land and shall adjust the Lease Fee if necessary to assure that the monthly fee does not exceed the monthly fair rental value of the Land for use as restricted by the Lease.

9.8 IF LEASE IS TERMINATED BY DAMAGE, DESTRUCTION OR TAKING, CLT WILL TRY TO HELP HOMEOWNER BUY ANOTHER CLT HOME. If this Lease is terminated as a result of damage, destruction or taking, CLT shall take reasonable steps to allow Homeowner to purchase another home on another parcel of leased land owned by CLT if such home can reasonably be made available. If Homeowner purchases such a home, Homeowner agrees to apply any proceeds or award received by Homeowner to the purchase of the home. Homeowner understands that there are numerous reasons why it may not be possible to make such a home available, and shall have no claim against CLT if such a home is not made available.

ARTICLE 10: Transfer of the Home

10.1 INTENT OF THIS ARTICLE IS TO PRESERVE AFFORDABILITY: Homeowner and CLT agree that the provisions of this Article 10 are intended to preserve the affordability of the Home for lower income households and expand access to homeownership opportunities for such households.

10.2 HOMEOWNER MAY TRANSFER HOME ONLY TO CLT OR QUALIFIED PERSONS: Homeowner may transfer the Home only to the CLT or an Income-Qualified Person as defined below or otherwise only as explicitly permitted by the provisions of this Article 10. All such transfers are to be completed only in strict compliance with this Article 10. Any purported transfer that does not follow the procedures set forth below, except in the case of a transfer to a Permitted Mortgagee in lieu of foreclosure, shall be null and void.

"Income-Qualified Person" shall mean a person or group of persons whose household income does not exceed _____% of the median household income for the applicable Standard Metropolitan Statistical Area or County as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development (HUD) or any successor.

10.3 THE HOME MAY BE TRANSFERRED TO CERTAIN HEIRS OF HOMEOWNER: If Homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of Homeowner's estate shall notify CLT within ninety (90) days of the date of the death. Upon receiving such notice CLT shall consent to a transfer of the Home and Homeowner's rights to the Leased Land to one or more of the possible heirs of Homeowner listed below as "a," "b," or "c," provided that (i) such heir(s) demonstrate that they meet the standard of an "Income-Qualified Person" as defined above, and (ii) "a Letter of Agreement and a Letter of Attorney's Acknowledgment" (as described in Article 1 above) are submitted to CLT to be attached to the Lease when it is transferred to the heirs.

- a) the spouse of the Homeowner; or
- b) the child or children of the Homeowner; or
- c) member(s) of the Homeowner's household who have resided in the Home for at least one year immediately prior to Homeowner's death.

Any other heirs, legatees or devisees of Homeowner, in addition to submitting Letters of Agreement and Attorney's Acknowledgment as provided above, must demonstrate to CLT's satisfaction that they are Income-Qualified Persons as

defined above. If they cannot demonstrate that they are Income-Qualified Persons, they shall not be entitled to possession of the Home but must transfer the Home in accordance with the provisions of this Article.

10.4 HOMEOWNER MUST GIVE NOTICE OF INTENT TO SELL: In the event that Homeowner wishes to sell Homeowner's Property, Homeowner shall notify CLT, in writing, of such wish (the Intent-to-Sell Notice). This Notice shall include a statement as to whether Homeowner wishes to recommend a prospective buyer as of the date of the Notice.

10.5 AFTER RECEIVING NOTICE, CLT SHALL COMMISSION AN APPRAISAL: No later than ten (10) days after CLT's receipt of Homeowner's Intent-to-Sell Notice, CLT shall commission a market valuation of the Leased Land and the Home (the "Appraisal") to be performed by a duly licensed appraiser who is acceptable to the Homeowner. CLT shall pay the cost of such Appraisal. The Appraisal shall be conducted by analysis and comparison of comparable properties as though title to Land and Home were held in fee simple absolute by a single party, disregarding all of the restrictions of this Lease on the use, occupancy and transfer of the property. Copies of the Appraisal are to be provided to both CLT and Homeowner.

10.6 CLT HAS AN OPTION TO PURCHASE THE HOME. Upon receipt of an Intent-to-Sell Notice from Homeowner, CLT shall have the option to purchase the Home at the Purchase Option Price calculated as set forth below. The Purchase Option is designed to further the purpose of preserving the affordability of the Home for succeeding Income-Qualified Persons while taking fair account of the investment by the Homeowner.

If CLT elects to purchase the Home, CLT shall exercise the Purchase Option by notifying Homeowner, in writing, of such election (the Notice of Exercise of Option) within forty-five (45) days of the receipt of the Appraisal, or the Option shall expire. Having given such notice, CLT may either proceed to purchase the Home directly or may assign the Purchase Option to an Income-Qualified Person.

The purchase (by CLT or CLT's assignee) must be completed within sixty (60) days of CLT's Notice of Exercise of Option. At closing, Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If CLT fails to complete the purchase, Homeowner may sell the Home and Homeowner's rights to the Leased Land as provided in Section 10.7 below. The time permitted for the completion of the purchase may be extended by mutual agreement of CLT and Homeowner.

Homeowner may recommend to CLT a prospective buyer who is an Income-Qualified Person and is prepared to submit Letters of Agreement and Attorney's Acknowledgement indicating informed acceptance of the terms of this Lease. CLT shall make reasonable efforts to arrange for the assignment of the Purchase Option to such person, unless CLT determines that its charitable mission is better served by retaining the Home for another purpose or transferring the Home to another Income-Qualified Person.

10.7 IF PURCHASE OPTION EXPIRES, HOMEOWNER MAY SELL ON CERTAIN TERMS: If the Purchase Option has expired or if CLT has failed to complete the purchase within the sixty-day period allowed by Section 10.6 above, Homeowner may sell the Home to any Income-Qualified Person for not more than the then applicable Purchase Option Price.

10.8 AFTER ONE YEAR CLT SHALL HAVE POWER OF ATTORNEY TO CONDUCT SALE: If CLT does not exercise its option and complete the purchase

of Homeowner's Property as described above, and if Homeowner (a) is not then residing in the Home and (b) continues to hold Homeowner's Property out for sale but is unable to locate a buyer and execute a binding purchase and sale agreement within one year of the date of the Intent to Sell Notice, Homeowner does hereby appoint CLT its attorney in fact to seek a buyer, negotiate a reasonable price that furthers the purposes of this Lease, sell the property, and pay to the Homeowner the proceeds of sale, minus CLT's costs of sale and any other sums owed CLT by Homeowner.

10.9 PURCHASE OPTION PRICE EQUALS LESSER OF APPRAISED VALUE OF HOMEOWNER'S OWNERSHIP INTEREST OR FORMULA PRICE: In no event may the Home be sold for a price that exceeds the Purchase Option Price. The Purchase Option Price shall be the lesser of (a) the Appraised Value of Homeowner's Ownership Interest at Resale as calculated in line "d" of Section 10.10 below or (b) the Formula Price calculated in accordance with Section 10.10 below.

10.10 HOW THE FORMULA PRICE IS CALCULATED: The Formula Price shall be equal to ("a") the amount of Homeowner's Base Price (as stated below), plus a maximum of 25% of any increase in the appraised value of Homeowner's Ownership Interest (as calculated below).

a. Homeowner's Base Price: The Parties agree that the price paid by Homeowner upon the execution of this lease (Homeowner's Base Price) is \$____. (Homeowner's Base Price equals Homeowner's Ownership Interest at time of purchase.)

b. Initial Appraised Value of Home and Leased Land: The parties agree that the total appraised value of Home and Leased Land at the time of Homeowner's purchase (the Initial Appraised Value) is \$____ as documented by the appraiser's report attached to this Lease as Exhibit INITIAL APPRAISAL,

c. Ratio of Homeowner's Base Price to Initial Appraised Value: The parties agree that the Ratio of Homeowner's Base Price to Initial Appraised Value, expressed as a percentage, is a maximum of ____%.

d. Appraised Value of Homeowner's Ownership Interest at Resale: The appraised value of Homeowner's Ownership Interest at time of resale equals the appraised value of Home and Leased Land at resale, determined in accordance with Section 10.5, multiplied by the Ratio of Homeowner's Base Price to Initial Appraised Value (____%) as calculated in ("c") above.

e. Increase in Appraised Value of Homeowner's Ownership Interest: The increase in appraised value of Homeowner's Ownership Interest equals the appraised value of Homeowner's Ownership Interest at resale determined in accordance with ("d") above minus the Homeowner's Base Price stated in ("a") above.

f. Homeowner's share of Increase in Appraised Value of Homeowner's Ownership Interest: Homeowner's share of the increase in the appraised value of the Homeowner's Ownership Interest shall be determined by multiplying the Increase in Market Value as calculated in ("e") above by the "Shared Appreciation Factor." The "Shared Appreciation Factor" shall be tied to the length of ownership as follows:

- If the property is sold following purchase prior to the completion of the 2nd year of ownership, the "Shared Appreciation Factor" shall be 5%
- If the property is sold within the 3rd to the 5th year of ownership, the "Shared Appreciation Factor" shall be 10%
- If the property is sold in the 6th through 10th year of ownership, the Shared Appreciation Factor shall be 20%

- If the property is sold at any time during or after the 11th year of ownership, the Shared Appreciation Factor shall be 25%
- g. *Formula Price*: The Formula Price equals Homeowner's Base Price ("a") plus Homeowner's share of Increase in the appraised value of the Homeowner's Ownership Interest ("f").

10.11 **QUALIFIED PURCHASER SHALL RECEIVE NEW LEASE**: The CLT shall issue a new lease to any person who purchases the Home in accordance with the terms of this Article 10. The terms of such lease shall be the same as those of new leases issued to homebuyers at that time for land not previously leased by the CLT.

10.12 **PURCHASER MAY BE CHARGED A TRANSFER FEE**. In the event that Homeowner sells the Home to a party other than the CLT (whether directly to such party or as a result of CLT's assignment of its Purchase Option to such party), the price to be paid by such purchaser shall include in addition to the Purchase Option Price, at the discretion of the CLT, a transfer fee to compensate the CLT for carrying out its responsibilities with regard to the transaction. The amount of the transfer fee shall be no more than ____% of the Purchase Option Price.

10.13 **HOMEOWNER REQUIRED TO MAKE NECESSARY REPAIRS AT TRANSFER**: The Homeowner is required to make necessary repairs when the Homeowner voluntarily transfers the Home as follows:

- a) The person purchasing the Home ("Buyer") shall, prior to purchasing the Home, hire at her sole expense a duly licensed building inspector to assess the condition of the Home and prepare a written report of the condition ("Inspection Report"). The Homeowner shall cooperate fully with the inspection.
- b) The Buyer shall provide a copy of the Inspection Report to Buyer's lender (if any), the Homeowner, and the CLT within 10 days after receiving the Inspection Report.
- c) Homeowner shall repair specific reported defects or conditions necessary to bring the Home into full compliance with Sections 4.2 and 7.5 above prior to transferring the Home.
- d) Homeowner shall bear the full cost of the necessary repairs and replacements. However, upon Homeowner's written request, the CLT may allow the Homeowner to pay all or a portion of the repair costs after transfer, from Homeowner's proceeds of sale, if Homeowner cannot afford to pay such costs prior to the transfer. In such event, either (i) 150% of the unpaid estimated cost of repairs or (ii) 100% of the unpaid cost of completed repairs shall be withheld from Homeowner's proceeds of sale in a CLT-approved escrow account.
- e) Homeowner shall allow CLT, Buyer, and Buyer's building inspector and lender's representative to inspect the repairs prior to closing to determine that the repairs have been satisfactorily completed.
- f) Upon sale or other transfer, Homeowner shall either (i) transfer the Home with all originally purchased appliances or replacements in the Home in good working order or (ii) reduce the Purchase Option Price by the market value of any such appliances that are not left with the Home in good working order.

ARTICLE 11: RESERVED

ARTICLE 12: DEFAULT

12.1 HOMEOWNER FAILS TO MAKE PAYMENTS TO THE CLT THAT ARE REQUIRED BY THE LEASE: It shall be an event of default if Homeowner fails to pay the Lease Fee or other charges required by the terms of this Lease and such failure is not cured by Homeowner or a Permitted Mortgagee within thirty (30) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner makes a good faith partial payment of at least two-thirds (2/3) of the amount owed during the 30-day cure period, then the cure period shall be extended by an additional 30 days.

12.2 HOMEOWNER VIOLATES OTHER (NONMONETARY) TERMS OF THE LEASE: It shall be an event of default if Homeowner fails to abide by any other requirement or restriction stated in this Lease, and such failure is not cured by Homeowner or a Permitted Mortgagee within sixty (60) days after notice of such failure is given by CLT to Homeowner and Permitted Mortgagee. However, if Homeowner or Permitted Mortgagee has begun to cure such default within the 60-day cure period and is continuing such cure with due diligence but cannot complete the cure within the 60-day cure period, the cure period shall be extended for as much additional time as may be reasonably required to complete the cure.

12.3 HOMEOWNER DEFAULTS AS A RESULT OF JUDICIAL PROCESS: It shall be an event of default if the leasehold estate hereby created is taken on execution or by other process of law, or if Homeowner is judicially declared bankrupt or insolvent according to law, or if any assignment is made of the property of Homeowner for the benefit of creditors, or if a receiver, trustee in involuntary bankruptcy or other similar officer is appointed to take charge of any substantial part of the Home or Homeowner's interest in the Leased Land by a court of competent jurisdiction, or if a petition is filed for the reorganization of Homeowner under any provisions of the Bankruptcy Act now or hereafter enacted, or if Homeowner files a petition for such reorganization, or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for payment of debts.

12.4 A DEFAULT (UNCURED VIOLATION) GIVES CLT THE RIGHT TO TERMINATE THE LEASE OR EXERCISE ITS PURCHASE OPTION:

a) TERMINATION: In the case of any of the events of default described above, CLT may terminate this lease at which time Homeowner shall execute a Special Warranty Deed conveying the Home to the CLT. The warranties in the Special Warranty Deed shall be limited to items arising by, through or under Homeowner and the Permitted Mortgage(s). If Homeowner fails to relinquish possession of the Home and deed the Home to the CLT, the CLT may initiate summary proceedings under applicable law against Homeowner, and CLT shall have all the rights and remedies consistent with such laws and resulting court orders to enter the Leased Land and Home and repossess the entire Leased Land and Home, and expel Homeowner and those claiming rights through Homeowner. In addition, CLT shall have such additional rights and remedies to recover from Homeowner arrears of rent and damages from any preceding breach of any covenant of this Lease. If this Lease is terminated by CLT pursuant to an Event of Default, then, as provided in Section 7.7 above, upon thus assuming title to the Home, CLT shall pay to Homeowner and any Permitted Mortgagee an amount equal to the Purchase Option Price calculated in accordance with Section 10.9 above, as of the time of reversion of ownership, less the total amount of any unpaid Lease Fee and any other amounts owed to the CLT under the terms of this Lease and all reasonable costs (including reasonable attorneys' fees) incurred by CLT in pursuit of its remedies under this Lease.

If CLT elects to terminate the Lease, then the Permitted Mortgagee shall have the right (subject to Article 8 above and the attached Exhibit: Permitted Mortgages) to postpone and extend the specified date for the termination of the Lease for a period sufficient to enable the Permitted Mortgagee or its designee to acquire Homeowner's interest in the Home and the Leased Land by foreclosure of its mortgage or otherwise.

b) **EXERCISE OF OPTION:** In the case of any of the events of default described above, Homeowner hereby grants to the CLT (or its assignee) the option to purchase the Home for the Purchase Option Price as such price is defined in Article 10 above. Within thirty (30) days after the expiration of any applicable cure period as established in Sections 12.1 or 12.2 above or within 30 days after any of the events constituting an Event of Default under Section 12.3 above, CLT shall notify the Homeowner and the Permitted Mortgagee(s) of its decision to exercise its option to purchase under this Section 12.4(b). Not later than ninety (90) days after the CLT gives notice to the Homeowner of the CLT's intent to exercise its option under this Section 12.4(a), the CLT or its assignee shall purchase the Home for the Purchase Option Price.

12.5 WHAT HAPPENS IF CLT DEFAULTS: CLT shall in no event be in default in the performance of any of its obligations under the Lease unless and until CLT has failed to perform such obligations within sixty (60) days, or such additional time as is reasonably required to correct any default, after notice by Homeowner to CLT properly specifying CLT's failure to perform any such obligation.

ARTICLE 13: Mediation and Arbitration

13.1 Nothing in this Lease shall be construed as preventing the parties from utilizing any process of mediation or arbitration in which the parties agree to engage for the purpose of resolving a dispute.

13.2 Homeowner and CLT shall each pay one half (50%) of any costs incurred in carrying out mediation or arbitration in which the parties have agreed to engage.

ARTICLE 14: GENERAL PROVISIONS

14.1 **HOMEOWNER'S MEMBERSHIP IN CLT:** CLT Homeowners shall have representation on the CLT Committee.

14.2 **NOTICES:** Whenever this Lease requires either party to give notice to the other, the notice shall be given in writing and delivered in person or mailed, by certified or registered mail, return receipt requested, to the party at the address set forth below, or such other address designated by like written notice:

If to CLT: Northwest Florida Community Land Trust, LLC
Attn: Sam Young
300A W. Leonard St.
Pensacola, FL 32501

with a copy to: Moorhead Law Group, PLLC
Attn: Robert J. Powell
127 Palafox Pl, Suite 200
Pensacola, FL 32502

If to Homeowner: _____ (name/address of Homeowner)

All notices, demands and requests shall be effective upon being deposited in the United States Mail or, in the case of personal delivery, upon actual receipt.

14.3 NO BROKERAGE: Homeowner warrants that it has not dealt with any real estate broker other than _____ in connection with the purchase of the Home. If any claim is made against CLT regarding dealings with brokers other than _____, Homeowner shall defend CLT against such claim with counsel of CLT's selection and shall reimburse CLT for any loss, cost or damage which may result from such claim.

14.4 SEVERABILITY AND DURATION OF LEASE: If any part of this Lease is unenforceable or invalid, such material shall be read out of this Lease and shall not affect the validity of any other part of this Lease or give rise to any cause of action of Homeowner or CLT against the other, and the remainder of this Lease shall be valid and enforced to the fullest extent permitted by law. It is the intention of the parties that CLT's option to purchase and all other rights of both parties under this Lease shall continue in effect for the full term of this Lease and any renewal thereof, and shall be considered to be coupled with an interest. In the event any such option or right shall be construed to be subject to any rule of law limiting the duration of such option or right, the time period for the exercising of such option or right shall be construed to expire twenty (20) years after the death of the last survivor of the following persons:

NOTE: List an identifiable group of small children, e.g., the children living as of the date of this Lease of any of the directors or employees of a specified corporation.

14.5 RIGHT OF FIRST REFUSAL IN LIEU OF OPTION: If the provisions of the purchase option set forth in Article 10 of this Lease shall, for any reason, become unenforceable, CLT shall nevertheless have a right of first refusal to purchase the Home at the highest documented bona fide purchase price offer made to Homeowner. Such right shall be as specified in Exhibit FIRST REFUSAL. Any sale or transfer contrary to this Section, when applicable, shall be null and void.

14.6 WAIVER: The waiver by CLT at any time of any requirement or restriction in this Lease, or the failure of CLT to take action with respect to any breach of any such requirement or restriction, shall not be deemed to be a waiver of such requirement or restriction with regard to any subsequent breach of such requirement or restriction, or of any other requirement or restriction in the Lease. CLT may grant waivers in the terms of this Lease, but such waivers must be in writing and signed by CLT before being effective.

The subsequent acceptance of Lease Fee payments by CLT shall not be deemed to be a waiver of any preceding breach by Homeowner of any requirement or restriction in this Lease, other than the failure of the Homeowner to pay the particular Lease Fee so accepted, regardless of CLT's knowledge of such preceding breach at the time of acceptance of such Lease Fee payment.

14.7 CLT'S RIGHT TO PROSECUTE OR DEFEND: CLT shall have the right, but shall have no obligation, to prosecute or defend, in its own or the Homeowner's name, any actions or proceedings appropriate to the protection of its own or Homeowner's interest in the Leased Land. Whenever requested by CLT, Homeowner shall give CLT all reasonable aid in any such action or proceeding.

14.8 CONSTRUCTION: Whenever in this Lease a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand.

14.9 HEADINGS AND TABLE OF CONTENTS: The headings, subheadings and table of contents appearing in this Lease are for convenience only, and are not

a part of this Lease and do not in any way limit or amplify the terms or conditions of this Lease.

14.10 PARTIES BOUND: This Lease sets forth the entire agreement between CLT and Homeowner with respect to the leasing of the Land; it is binding upon and inures to the benefit of these parties and, in accordance with the provisions of this Lease, their respective successors in interest. This Lease may be altered or amended only in a writing executed by CLT and Homeowner or their legal representatives or, in accordance with the provisions of this Lease, their successors in interest.

14.11 GOVERNING LAW: This Lease shall be interpreted in accordance with and governed by the laws of Florida. The language in all parts of this Lease shall be, in all cases, construed according to its fair meaning and not strictly for or against CLT or Homeowner.

14.12 RECORDING: The parties agree, as an alternative to the recording of this Lease, to execute a so-called Notice of Lease or Short Form Lease in form recordable and complying with applicable law and reasonably satisfactory to CLT's attorneys. In no event shall such document state the rent or other charges payable by Homeowner under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease.

IN WITNESS WHEREOF, the parties have executed this lease at _____ on the day and year first above written.

NAME OF CLT

Witness

By: _____
Its duly authorized agent

Witness

_____ (Homeowner):

[notarize signatures]

**Exhibit LETTERS OF AGREEMENT AND ATTORNEY'S
ACKNOWLEDGMENT**

Sample
Letter of Agreement

To _____ Community Land Trust ("the CLT")

Date: _____

This letter is given to the CLT to become an exhibit to a Lease between the CLT and me. I will be leasing a parcel of land from the CLT and will be buying the home that sits on that parcel of land. I will therefore become what is described in the Lease as a "the Homeowner."

My legal counsel, _____, has explained to me the terms and conditions of the Lease and other legal documents that are part of this transaction. I understand the way these terms and conditions will affect my rights as a CLT homeowner, now and in the future.

In particular I understand and agree with the following points.

One of the goals of the CLT is to keep CLT homes affordable for lower income households from one CLT homeowner to the next. I support this goal as a CLT homeowner and as a member of the CLT.

The terms and conditions of my Lease will keep my home affordable for future "income-qualified persons" (as defined in the Lease). If and when I want to sell my home, the lease requires that I sell it either to the CLT or to another income-qualified person. The terms and conditions of the lease also limit the price for which I can sell the home, in order to keep it affordable for such income-qualified persons.

It is also a goal of the CLT to promote resident ownership of CLT homes. For this reason, my Lease requires that, if I and my family move out of our home permanently, we must sell it. We cannot continue to own it as absentee owners.

I understand that I can leave my home to my child or children or other members of my household and that, after my death, they can own the home for as long as they want to live in it and abide by the terms of the Lease, or they can sell it on the terms permitted by the Lease.

As a CLT homeowner and a member of the CLT, it is my desire to see the terms of the Lease and related documents honored. I consider these terms fair to me and others.

Sincerely

Sample
Letter of Attorney's Acknowledgment

I, _____, have been independently employed by
_____ (hereinafter "the Client") who intends to
purchase a house and other improvements (the "Home") on land to be leased from
Community Land Trust. The house and land are located at
_____.

In connection with the contemplated purchase of the Home and the leasing of
the land, I reviewed with the Client the following documents:

- a) this Letter of Attorney's Acknowledgment and a Letter of Agreement from
the Client;
- b) a proposed Deed conveying the Home to the Client;
- c) a proposed Ground Lease conveying the "Leased Land" to the Client;
- d) other written materials provided by the CLT.

The Client has received full and complete information and advice regarding this
conveyance and the foregoing documents. In my review of these documents my
purpose has been to reasonably inform the Client of the present and foreseeable
risks and legal consequences of the contemplated transaction.

The Client is entering the aforesaid transaction in reliance on her own judgment
and upon her investigation of the facts. The advice and information provided by
me was an integral element of such investigation.

Name

Date

Title

Firm/Address

Exhibit DEED

Sample
Deed

Between

LOCAL LAND TRUST (Grantor), a not-for-profit corporation having its principal offices at _____, _____, _____, and

JOHN AND MARY DOE (Grantees), residing at
_____, _____, _____.

Witnesseth

That Grantor, in consideration of one dollar and other good and valuable consideration paid by Grantees, does hereby grant and release unto Grantees, their heirs, or successors and assigns forever,

THE BUILDINGS AND OTHER IMPROVEMENTS ONLY, as presently erected on the Land described in Schedule "A" attached hereto and made a part hereof.

It is the intention of the parties that the real property underlying the buildings and other improvements conveyed herein remain vested in Grantor and that this warranty deed convey only such buildings and other improvements as are presently erected upon the subject Land.

In witness whereof, as authorized agent of Grantor, I hereunto set my hand this _____ day of _____, A.D. 20__.

signature

[notarize signature]

Exhibit: PERMITTED MORTGAGES

The rights and provisions set forth in this Exhibit shall be understood to be provisions of Section 8.2 of the of the Lease. All terminology used in this Exhibit shall have the meaning assigned to it in the Lease.

A. OBLIGATIONS OF PERMITTED MORTGAGEE. Any Permitted Mortgagee shall be bound by each of the following requirements unless the particular requirement is removed, contradicted or modified by a rider to this Lease signed by the Homeowner and the CLT to modify the terms of the Lease during the term of the Permitted Mortgage.

1. If Permitted Mortgagee sends a notice of default to the Homeowner because the Homeowner has failed to comply with the terms of the Permitted Mortgage, the Permitted Mortgagee shall, at the same time, send a copy of that notice to the CLT. Upon receiving a copy of the notice of default and within that period of time in which the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Permitted Mortgagee.
2. If, after the cure period has expired, the Permitted Mortgagee intends to accelerate the note secured by the Permitted Mortgage or begin foreclosure proceedings under the Permitted Mortgage, the Permitted Mortgagee shall first notify CLT of its intention to do so, and CLT shall then have the right, upon notifying the Permitted Mortgagee within thirty (30) days of receipt of such notice, to acquire the Permitted Mortgage by paying off the debt secured by the Permitted Mortgage.
3. If the Permitted Mortgagee acquires title to the Home through foreclosure or acceptance of a deed in lieu of foreclosure, the Permitted Mortgagee shall give CLT written notice of such acquisition and CLT shall then have an option to purchase the Home from the Permitted Mortgagee for the full amount owing to the Permitted Mortgagee under the Permitted Mortgage. To exercise this option to purchase, CLT must give written notice to the Permitted Mortgagee of CLT's intent to purchase the Home within thirty (30) days following CLT's receipt of the Permitted Mortgagee's notice. CLT must then complete the purchase of the Home within sixty (60) days of having given written notice of its intent to purchase. If CLT does not complete the purchase within this 60-day period, the Permitted Mortgagee shall be free to sell the Home to another person.
4. Nothing in the Permitted Mortgage or related documents shall be construed as giving Permitted Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Permitted Mortgage.
5. Nothing in the Permitted Mortgage or related documents shall be construed as rendering CLT or any subsequent Mortgagee of CLT's interest in this Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt secured by the Permitted Mortgage or any part thereof.
6. The Permitted Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner, Homeowner's interest in the Leased Land, and the Home for the payment of the debt secured thereby or any part thereof. (It is the intention of the parties hereto that CLT's consent to such the Permitted Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7. In the event any part of the Security is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Permitted Mortgagee in accordance with the provisions of ARTICLE 9 hereof.
8. CLT shall not be obligated to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

B. RIGHTS OF PERMITTED MORTGAGEE. The rights of a Permitted Mortgagee as referenced under Section 8.6 of the Lease to which this Exhibit is attached shall be as set forth below.

1. Any Permitted Mortgagee shall, without further consent by CLT, have the right to (a) cure any default under this Lease, and perform any obligation required under this Lease, such cure or performance being effective as if it had been performed by Homeowner; (b) acquire and convey, assign, transfer and exercise any right, remedy or privilege granted to Homeowner by this Lease or otherwise by law, subject to the provisions, if any, in the Permitted Mortgage, which may limit any exercise of any such right, remedy or privilege; and (c) rely upon and enforce any provisions of the Lease to the extent that such provisions are for the benefit of a Permitted Mortgagee.
2. A Permitted Mortgagee shall not be required, as a condition to the exercise of its rights under the Lease, to assume personal liability for the payment and performance of the obligations of the Homeowner under the Lease. Any such payment or performance or other act by Permitted Mortgagee under the Lease shall not be construed as an agreement by Permitted Mortgagee to assume such personal liability except to the extent Permitted Mortgagee actually takes possession of the Home and Leased Land. In the event Permitted Mortgagee does take possession of the Home and Leased Land and thereupon transfers such property, any such transferee shall be required to enter into a written agreement assuming such personal liability and upon any such assumption the Permitted Mortgagee shall automatically be released from personal liability under the Lease.
3. In the event that title to the estates of both CLT and Homeowner are acquired at any time by the same person or persons, no merger of these estates shall occur without the prior written declaration of merger by Permitted Mortgagee, so long as Permitted Mortgagee owns any interest in the Security or in a Permitted Mortgage.
4. If the Lease is terminated for any reason, or in the event of the rejection or disaffirmance of the Lease pursuant to bankruptcy law or other law affecting creditors' rights, CLT shall enter into a new lease for the Leased Land with the Permitted Mortgagee (or with any party designated by the Permitted Mortgagee, subject to CLT's approval, which approval shall not be unreasonably withheld), not more than thirty (30) days after the request of the Permitted Mortgagee. Such lease shall be for the remainder of the term of the Lease, effective as of the date of such termination, rejection or disaffirmance, and upon all the terms and provisions contained in the Lease. However, the Permitted Mortgagee shall make a written request to CLT for such new lease within sixty (60) days after the effective date of such termination, rejection or disaffirmance, as the case may be. Such written request shall be accompanied by a copy of such new lease, duly executed and acknowledged by the Permitted Mortgagee or the party designated by the Permitted Mortgagee to be the Homeowner thereunder. Any new lease made pursuant to this Section shall have the same priority with respect to other interests in the Land as the Lease. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full effect thereafter to the same extent as if this Section were independent and an independent contract made by CLT, Homeowner and the Permitted Mortgagee.

the Homeowner has a right to cure such default (the "cure period"), the CLT shall have the right to cure the default on the Homeowner's behalf, provided that all current payments due the Permitted Mortgagee since the notice of default was given are made to the Mortgagee.

2) If, after such cure period, the Mortgagee intends to accelerate the note secured by the Mortgage or initiate foreclosure proceedings under the Mortgage, in accordance with the provisions of the Lease, the Mortgagee shall first notify CLT of its intention to do so and CLT shall have the right, but not the obligation, upon notifying the Mortgagee within thirty (30) days of receipt of said notice, to purchase the Mortgagee loans and to take assignment of the Mortgage.

3) If the Mortgagee acquires title to the Home and Homeowner's interest in the Leased Land through foreclosure or acceptance of a deed in lieu of foreclosure, the Mortgagee shall give the CLT written notice of such acquisition and the CLT shall have an option to purchase the Home and Homeowner's interest in the Leased Land from the Mortgagee for the full amount owing to the Mortgagee; provided, however, that the CLT notifies the Mortgagee in writing of the CLT's intent to make such purchase within thirty (30) days following the CLT's receipt of the Mortgagee's notice of such acquisition of the Home and Homeowner's interest in the Leased Land; further provided that CLT shall complete such purchase within sixty (60) days of having given written notice of its intent to purchase; and provided that, if the CLT does not complete the purchase within such period, the Mortgagee shall be free to sell the Home and Homeowner's interest in the Leased Land to another person;

4) Nothing in the Mortgage or related documents shall be construed as giving the Mortgagee a claim on CLT's interest in the Leased Land, or as assigning any form of liability to the CLT with regard to the Leased Land, the Home, or the Mortgage.

5) Nothing in the Mortgage shall be construed as rendering CLT or any subsequent holder of the CLT's interest in and to the Lease, or their respective heirs, executors, successors or assigns, personally liable for the payment of the debt evidenced by such note and such Mortgage or any part thereof.

6) The Mortgagee shall not look to CLT or CLT's interest in the Leased Land, but will look solely to Homeowner and Homeowner's interest in the Leased Land and the Home for the payment of the debt secured by the Mortgage. (It is the intention of the parties hereto that CLT's consent to the Mortgage shall be without any liability on the part of CLT for any deficiency judgment.)

7) In the event that any part of the Leased Land is taken in condemnation or by right of eminent domain, the proceeds of the award shall be paid over to the Mortgagee in accordance with the provisions of Article 9 of the Lease.

8) Nothing in the Mortgage shall obligate CLT to execute an assignment of the Lease Fee or other rent payable by Homeowner under the terms of this Lease.

By:

_____ *for Mortgagee* *Date:*

_____ *for Homeowner/Mortgagor* *Date:*

Exhibit FIRST REFUSAL

Whenever any party under the Lease shall have a right of first refusal as to certain property, the following procedures shall apply. If the owner of the property offering it for sale ("Offering Party") shall within the term of the Lease receive a bona fide third party offer to purchase the property which such Offering Party is willing to accept, the holder of the right of first refusal (the "Holder") shall have the following rights:

- a) Offering Party shall give written notice of such offer ("the Notice of Offer") to Holder setting forth (a) the name and address of the prospective purchaser of the property, (b) the purchase price offered by the prospective purchaser and (c) all other terms and conditions of the sale. Holder shall have a period of forty-five (45) days after the receipt of the Notice of Offer ("the Election Period") within which to exercise the right of first refusal by giving notice of intent to purchase the property ("the Notice of Intent to Purchase") for the same price and on the same terms and conditions set forth in the Notice of Offer. Such Notice of Intent to Purchase shall be given in writing to the Offering Party within the Election Period.
- b) If Holder exercises the right to purchase the property, such purchase shall be completed within sixty (60) days after the Notice of Intent to Purchase is given by Holder (or if the Notice of Offer shall specify a later date for closing, such date) by performance of the terms and conditions of the Notice of Offer, including payment of the purchase price provided therein.
- c) Should Holder fail to exercise the right of first refusal within the Election Period, then the Offering Party shall have the right (subject to any other applicable restrictions in the Lease) to go forward with the sale which the Offering Party desires to accept, and to sell the property within one (1) year following the expiration of the Election Period on terms and conditions which are not materially more favorable to the purchaser than those set forth in the Notice. If the sale is not consummated within such one-year period, the Offering Party's right so to sell shall end, and all of the foregoing provisions of this section shall be applied again to any future offer, all as aforesaid. If a sale is consummated within such one-year period, the purchaser shall purchase subject to the Holder having a renewed right of first refusal in said property.

Other Exhibits to be Attached as Appropriate

Exhibit LAND *[Correct legal description of area of Leased Land and appurtenant title rights and obligations.]*

Exhibit INITIAL APPRAISAL *[To be attached if Lease contains an "appraisal-based" resale formula]*

Exhibit RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

State of Florida

County of _____

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made **DATE**, by **BUYER** ("Owner"). (Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural thereof and vice versa.)

WITNESSETH:

Whereas, contemporaneously with the execution of this Declaration, Owner is acquiring title to the following described property (the "Property"):

ADD LEGAL DESCRIPTION.

from Northwest Florida Community Land Trust., a Florida not-for-profit corporation ("CLT");

Whereas, as a condition of the purchase CLT requires Owner to encumber the Property with the covenants, conditions and restrictions set forth hereinbelow.

NOW THEREFORE, Owner hereby establishes this Declaration of Covenants, Conditions and Restrictions which will run with the Property in accordance with the terms, provisions and conditions set forth as follows:

1. Residential Use Only. The Property shall be occupied and used exclusively as a principal residence for one single family (defined as the members of the family listed with CLT, plus after-adopted or after-born children of those family members). No structure may be erected, placed or permitted to remain on the Property other than one single-family dwelling, a garage, a swimming pool or a detached structure. No detached structure may be constructed prior to the completion of the construction of the primary structure. No business or commercial building may be erected on the Property and no business or commercial activity may be conducted on the Property.
2. Maintenance of Exteriors. The Owner shall at all times maintain the exterior of all structures on the Property including all improvements, facilities, furnishings, landscaping on the Property in an attractive and sightly manner. No waste, impairment or deterioration of the Property shall be permitted.
3. No Fire Hazard. Nothing which would or could increase the risk of fire or other hazard to the Property or any part thereof or to the areas surrounding the Property will be allowed.

4. **Pets.** No animals of any kind shall be kept, had or maintained on the Property except a total of no more than two (2) dogs, cats or other customary household pets, provided that they are duly licensed, if applicable; that they do not constitute any annoyance or nuisance; that they are well groomed and maintained in a sanitary condition; that they are not kept or bred for any commercial purposes; and that such pets are not permitted to be present beyond the boundaries of the Property without being leashed or caged. Rottweilers, pit bulls and chows, or breeds similar, and any other dangerous pets are not permitted at any time.
5. **Compliance with Regulations.** All present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof shall be complied with.
6. **No Offensive Activity.** No unreasonable noises or odors shall be caused or permitted on the Property and no nuisance, immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to surrounding property owners or their guests shall be caused or permitted on the Property.
7. **No Convicted Residents.** No resident of the Property shall be convicted of a felony or be identified by the Escambia County or Santa Rosa County Sheriff's Office or other State law enforcement agency as a gang member or gang affiliate.
8. **Remodeling or Other Construction.** No construction, improvements, remodeling, or modification on or to the Property, except interior alterations not affecting the external appearance of the Property or improvements thereon, is permitted without advance written approval of CLT. This specifically includes, but is not limited to, painting or other alteration of a home or any building situated on the Property (including doors, windows, and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates; addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; addition of window coverings, installation of a well; and any material alteration of landscaping. CLT, in making its decisions, may consider purely aesthetic matters that in its sole opinion will affect the desirability or suitability of the construction. If any construction or modification is undertaken that has not been approved, CLT may bring an action for specific performance, declaratory decree, or injunction, and will be entitled to recover all costs of such action including attorney fees at trial or on appeal. CLT may, in its sole and absolute discretion, waive in writing violations and/or grant deviations or variances. However, the waiver of a particular violation or violations will not be deemed a waiver to enforce these provisions as to future or continuing violations.
9. **Exterior Color and Materials.** The color and materials of all exterior surfaces will be subject to approval of CLT. CLT may promulgate a list of approved colors and materials for this purpose. This restriction includes window tints and films.
10. **Air Conditioning Units.** No window or through-the-wall air conditioning unit will be permitted on the home situated on the Property.
11. **Antennae, Aerials, and Satellite Dishes.** No antennae or aerial may be placed on the Property or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. Under no circumstances shall any satellite dish exceed 39 inches in diameter. Satellite dishes may only be affixed to the rear of a home and must not be visible from the street in front of the building.
12. **Clothes Drying Area.** No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on the Property if viewable from the front of the home.
13. **Signs.** No sign of any kind shall be displayed to general view on the Property (whether freestanding, attached to a Building, or displayed in a window) except one "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on Property by the Owner or the agent for the Owner.
14. **Fences.** No fences may be erected on the Property without prior written approval of CLT. All fences, hedges, walls or the like constructed upon the Property shall comply with all applicable governmental regulations. No fence, hedge, wall or the like shall be constructed closer to the street than the front of the structure constituting the front of the home situated on the Property.
15. **Completion of Construction and Repairs.** Any repair or remodeling to the home built on the Property must be diligently and continuously pursued once begun, and promptly completed, shall be sightly and of good workmanship. Other than original new home construction, all construction of improvements on the Property and the construction, repair, or remodeling of any improvement must be completed within four (4) months after commencement. All waste shall be contained during construction and any debris that becomes scattered shall

be picked up and disposed of immediately by the person or company performing the construction.

16. Lot Drainage. No elevation or topography changes shall be permitted on the Property which materially affects the surface grade or drainage on any adjoining property.

17. Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on the Property except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Property on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

18. Parking of Wheeled Vehicles, Boats and Water Vessels. Boats, water vessels and trailers must be kept at all times parked in the rear yard behind a fence not readily visible from the street and are not permitted to be parked elsewhere on the Property. Private cars or private trucks owned by an Owner or an Owner's guest may only be parked in the Owner's driveway. Commercial vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers, and campers may not be parked in the driveway on the Property or on the street adjacent to the Property. No Vehicles may be repaired or maintained on or adjacent to the Property.

19. Permanent Outside Storage Building. No outside storage building of any nature whatsoever will be permitted on the Property unless approved by CLT. The total area of the building shall not exceed 170 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Property. No building or design shall violate the applicable governmental regulations.

20. Further Subdivision Property. The Property shall not be re-subdivided except that the Owner shall have the right to modify boundary lines in the event of a dispute regarding the location of such boundary lines.

21. Waiver of or Release from Violations. CLT may, in its absolute discretion, waive or release the Property or the Owner from any requirements and/or violations of this Declaration.

22. Enforcement. The covenants and restrictions contained in this Declaration may be enforced by CLT and/or its successors or assigns, in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

23. Assignment. CLT shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

24. Notices. Notices shall be given as to Owner by posting at the Owner's dwelling on the Property, or mailing first class postage prepaid to the Owner's address as maintained by CLT. It shall be the Owner's sole responsibility to notify CLT in writing of any change of mailing address.

25. Captions and Statement of Purpose. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration. The Statement of Purpose is a summary of general information only and in no way shall such statement define, limit, or in any way affect any of the terms or provisions of this Declaration.

26. Gender and Plural Terms. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed the corresponding plural form thereof and vice versa.

27. Severability; Amendments to Laws. If any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, that judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration, or a reduction in the term of the same by reason of the legal rule against perpetuities, shall in no way affect any other provision, which shall remain in full force and effect for such period of time as may be permitted by law. Any amendment to applicable law that has the effect of reducing the rights of Owner or increasing the liabilities of or duties imposed on Owner will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to those laws and regulations.

28. Duration and Renewal. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, and liens contained herein, shall run with and bind all of the Lots and inure to the benefit of CLT and its successors, and assigns, for a term of 90 years from the date hereof. Notwithstanding the foregoing, CLT shall, at any time, have the right to waive, release, cancel or extinguish any of the covenants or restrictions contained herein.

29. Venue. This Declaration shall be governed by and enforced and construed under the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue in any proceeding involving this Declaration will be in the county in which the property is situated.

DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY CLT IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Dated this **DATE**.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed as of the day and year first written above.

BUYER

The foregoing instrument was acknowledged before me on this **DATE** by
BUYER,
State of Florida
County of _____

Signature: _____

Notary Public

EXHIBIT “E”

Form of special warranty deed

[to be attached]

Prepared By and Return To:
Adam C. Cobb
City of Pensacola Attorney's Office
222 W Main Street
Pensacola, FL 32502
(850) 435-1615

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this _____ day of _____, 2024, given by _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantor"), to _____, a/an [State] [Entity Type], whose mailing address is _____ (hereinafter called the "Grantee"). (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the successors and assigns of entities.)

WITNESSETH: That Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in _____ County, Florida, to-wit ("Property"):

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year and subsequent years; all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any; Grantor's right of first refusal described below; and to the covenants, terms and conditions of that certain Land Donation Agreement between Grantor and Grantee with an effective date of _____, 20____ (the Land Donation Agreement is a publicly available document, available upon request to Grantor pursuant to Chapter 119 Florida Statutes).

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

And the said Grantor will only warrant and forever defend the right and title to the above-described Property unto the said Grantee against the claims of those persons claiming by, through or under Grantor, but not otherwise.

Grantor reserves unto itself a right of first refusal with respect to any conveyance by Grantee of Grantee's rights in and to the Property (including, in each instance, all of Grantee's right, title and interest in and to any improvements upon the Property), as follows: at such time as Grantee receives an offer which it desires to accept from any third party to purchase or otherwise acquire Grantee's interest in the Property, prior to consummating any such sale or conveyance Grantee shall first offer Grantee's interest in the Property to Grantor at the same

price offered by the third party by giving written notice to Grantor of the offer, the name and address of the purchaser, the price and other terms of the purchase. The giving of such notice shall constitute a representation and warranty to Grantor that the proposed transaction is bona fide in all respects. Grantor shall have 60 days from its receipt of such notice to notify Grantee that Grantor has elected to acquire Grantee's interest in the Property, or portion thereof if the offer is for said portion only, at the same price and terms offered by the third party (except that the closing date shall be at a time mutually agreeable to Grantor and Grantee, and in no event shall be required to be before the date that is 60 days following delivery of Grantor's notice of election, above). If Grantor waives such right of first refusal, either expressly or by failing to act within the 60-day period, the Landlord shall execute and deliver to Grantee a written waiver in recordable form. No sale or other transfer of title of Grantee's interest in the Property by Grantee shall be valid unless and until the written waiver by Grantor shall be recorded in the Official Records of Escambia County, Florida or until the 60-day period has elapsed without action by Grantor and Grantee records a certificate of that fact in the Official Records, together with a copy of the notice sent to Grantor, along with proof of delivery. If Grantor waives its right of first refusal either expressly or by failing to act within the 60-day period, Grantee shall be free within the one-year period following the notice to Grantor, to conclude the proposed sale with the original third party at the same or higher price (but not a lower price) as set forth in its original notice to Grantor. If Grantee does not conclude a sale within one year from the date of its notice to Grantor or if Grantee lowers the price at which it proposes to sell or if Grantee proposes to sell to a different party or if Grantee proposes to grant terms more favorable to a purchaser than was previously communicated to Grantor in a notice under this paragraph, then this paragraph shall remain applicable and Grantee must submit a new notice to Grantor and comply with the provisions of this provision before concluding the sale. Grantee shall not be required to give notice to Grantor under this paragraph if Grantee accepts an offer more favorable to Grantee than was previously communicated to Grantor in a notice under this paragraph.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

_____, a

Printed Name: _____ By: _____ (_____)
Address: _____ Seal) _____, [Title]

Printed Name: _____

Address: _____

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 2024, by means of () physical presence or () online notarization, by _____, as _____ corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print Name: _____

My Commission Expires:

Attachment "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

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

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-1715

PUBRICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL 32502



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-676

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESCENDING APPOINTMENTS - ESCAMBIA COUNTY AFFORDABLE HOUSING
ADVISORY COMMITTEE

RECOMMENDATION:

That City Council rescind its April 7, 2025 action approving Escambia County appointees to the Affordable Housing Advisory Committee (AHAC), effective July 1, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 420.9076, Florida Statutes, municipalities receiving State Housing Initiatives Partnership (SHIP) Program funds must establish an Affordable Housing Advisory Committee (AHAC). The City of Pensacola and Escambia County previously formed a joint AHAC through an Interlocal Agreement that outlined shared membership responsibilities, including AHAC appointments by both jurisdictions. The Interlocal Agreement between the City of Pensacola and Escambia County, executed April 28, 2022, regarding the joint AHAC will automatically terminate effective July 1, 2025.

As a result of this termination, the joint structure of the AHAC will no longer be in effect, and Escambia County appointees will no longer serve on the Affordable Housing Advisory Committee.

The following Escambia County-appointed members will be formally removed from the joint AHAC roster effective July 1, 2025:

- Ed Brown
- Laura Gilmore
- Deborah Mays
- Maya Moss
- Melody Neal
- Robert Strickland

- Charles Thornton

City Council action is required to formally rescind these appointments in accordance with statutory and procedural guidelines.

The City of Pensacola will establish its own AHAC with members appointed by City Council, pursuant to SHIP Ordinance 4-25 as recently approved by City Council. Appointment of members to the restructured City AHAC will be presented under a separate agenda item.

PRIOR ACTION:

- April 7, 2025 – City Council approved Escambia County’s AHAC appointments through December 31, 2028.
- December 12, 2024 – City Council approved the re-appointment of Paul Ritz and Crystal Scott as the City's AHAC representatives.

FUNDING:

N/A

FINANCIAL IMPACT:

There is no financial impact associated with this action. The rescission of appointments is procedural, following the conclusion of the Interlocal Agreement.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Meredith Reeves, Housing Administrator

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-657

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENTS - PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

RECOMMENDATION:

That City Council Keith Branch, George Ed Brown, Jr., Laura L. Gilmore, Percy L. Goodman, Deborah L. Mays, Paul Ritz, Crystal Scott, and Council Member Delarian Wiggins to the Pensacola Affordable Housing Advisory Committee for a term of three (3) years, expiring June 30, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The committee shall serve in an advisory capacity and shall minimally perform the review functions stipulated in Section 420.9076, Florida Statutes, including the development of recommendations to the City Council regarding actions to address impediments, create incentives or support expansion of affordable housing opportunities within the City of Pensacola. Said recommendations shall be in the form of a Local Affordable Housing Incentive Plan which shall be presented to the City Council by representatives of the committee.

The following have been nominated:

Nominee

Nominated by

Member of Council

Delarian Wiggins Moore

At-Large

George Ed Brown, Jr. Moore

A citizen who is actively engaged in the residential home building industry in connection with affordable housing

Keith Branch Moore

A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing

Laura L. Gilmore Moore

A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing

Crystal Scott Moore

A citizen who is actively engaged as a real estate professional in connection with affordable housing

Deborah Mays Moore

A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process

Paul Ritz Moore

A citizen who is actively engaged as a not-for-profit provider of affordable housing

Percy L. Goodman Moore

PRIOR ACTION:

May 8, 2025 - City Council adopted Ordinance 4-25, repealing and replacing the Pensacola Affordable Housing ordinance to include creating the Pensacola Affordable Housing Advisory Committee.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Form - Keith Branch
2. Application of Interest - Keith Branch
3. Nomination Form - George Ed Brown Jr.

4. Application of Interest - George Ed Brown Jr.
5. Nomination Form - Laura L Gilmore
6. Application of Interest - Laura L Gilmore
7. Nomination Form - Percy L Goodman
8. Application of Interest - Percy L Goodman
9. Nomination Form - Deborah L Mays
10. Application of Interest - Deborah L Mays
11. Nomination Form - Paul Ritz
12. Application of Interest - Paul Ritz
13. Application of Interest - Crystal Scott
14. Nomination Form - Crystal Scott
15. Nomination Form - Delarian Wiggins

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Keith Branch
(Nominee)

1730 N. Barcelona St

(Home Address)

407-421-8695

(Phone)

(Business Address)

(Phone)

keith@goodfoundationsinc.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**A CITIZEN WHO IS ACTIVELY ENGAGED IN THE RESIDENTIAL HOME BUILDING INDUSTRY IN
CONNECTION WITH AFFORDABLE HOUSING
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)**

Provide a brief description of nominee's qualifications:

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Erica L. Burnett
Erica L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, May 20, 2025 6:17 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Keith Branch
------	--------------

Home Address	1730 N Barcelona St
--------------	---------------------

Business Address	Field not completed.
------------------	----------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	4074218695
-----------------------------------	------------

Email Address	keith@goodfoundationsinc.com
---------------	--

Upload Resume (optional)	Field not completed.
--------------------------	----------------------

(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	6
-------------------------	---

If yes, how long have you been a City resident?	since May 2018
---	----------------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Affordable Housing Advisory Committee
-----------------------	---------------------------------------

Please list the reasons for your interest in this position:	Business Owner - Residential Design and Drafting Committee Chair - Costs & Codes, Home Builders Association of West Florida Board of Directors Advocate and designer of affordable Housing Participant in the City of Pensacola's partnership with the HBA and the West Florida Community Land Trust on the three affordable housing projects currently under construction.
---	--

Do you currently serve on a board?	No
------------------------------------	----

If yes, which board(s)?	Field not completed.
-------------------------	----------------------

Do you currently hold a public office?	No
--	----

If so, what office?	Field not completed.
---------------------	----------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Tared Moore, do nominate George Ed Brown, Jr.
(Nominee)

10383 McArthur Land (34)

(Home Address)

850-324-2976

(Phone)

Gulf Winds Credit Union, 400 W. Garden St. (02)

(Business Address)

(Phone)

gbrown9519@gmail.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

AT LARGE

PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

(Three-year term expiring 6/30/2028)

Provide a brief description of nominee's qualifications:

Tared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, May 13, 2025 4:19 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

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It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	George Ed Brown Jr
Home Address	10383 McArthur Lane Pensacola, FL 32534
Business Address	Gulf Winds Credit Union 400 W Garden Street Pensacola, FL 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8503242976

Email Address	gbrown9519@gmail.com
Upload Resume (optional)	<i>Field not completed.</i>
(Section Break)	
Details	
Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	No
Are you a registered voter in the city?	No
Board(s) of interest:	AHAC for City
Please list the reasons for your interest in this position:	I have worked o the joint board for several years and wish to continue to assist with helping people with their homes
Do you currently serve on a board?	Yes
If yes, which board(s)?	AHAC
Do you currently hold a public office?	Yes
If so, what office?	AHAC Joint Board
Would you be willing to resign your current office for the appointment you now seek?	Yes
(Section Break)	
Diversity	
<i>In order to encourage diversity in selections of members of government</i>	

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Other
------	-------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Tared Moore, do nominate Laura L. Gilmore
(Nominee)
3561 Mayhaw Rd 850-501-4817
(Home Address) (Phone)
1550 Creighton Rd, Suite 8
(Business Address) (Phone)
Laurag@fairwaymc.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**A CITIZEN WHO IS ACTIVELY ENGAGED IN THE BANKING OR MORTGAGE BANKING INDUSTRY IN
CONNECTION WITH AFFORDABLE HOUSING
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)**

Provide a brief description of nominee's qualifications:

Tared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, May 20, 2025 9:49 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Laura L Gilmore
------	-----------------

Home Address	3561 Mayhaw Rd
--------------	----------------

Business Address	1550 Creighton Rd Suite 8, Pensacola , Fl
------------------	---

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8505014817
-----------------------------------	------------

Email Address	Laurag@fairwaymc.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
-----------------------------	-----------------------------

(Section Break)

Details

Are you a City resident?	No
--------------------------	----

If yes, which district?	<i>Field not completed.</i>
-------------------------	-----------------------------

If yes, how long have you been a City resident?	<i>Field not completed.</i>
---	-----------------------------

Do you own property within the City limits?	No
---	----

Are you a registered voter in the city?	No
---	----

Board(s) of interest:	Affordable Housing Advisory Committee
-----------------------	---------------------------------------

Please list the reasons for your interest in this position:	I am a mortgage lender and have served on the AHAC board for Escambia county since 2018. I also serve on the Homebuilders board. I would like to be a voice for affordable housing.
---	---

Do you currently serve on a board?	No
------------------------------------	----

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
---------------------	-----------------------------

Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Percy L. Goodman
(Nominee)

220 S. 69th Ave (06) 850-595-6234 ext. 211
(Home Address) (Phone)

Community Enterprise Investments, Inc, 302 N. Barcelona St. (01)
(Business Address) (Phone)

pgoodman@ceii-cdc.org City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

***A CITIZEN WHO IS ACTIVELY ENGAGED AS A NOT-FOR-PROFIT PROVIDER OF AFFORDABLE
HOUSING
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)***

Provide a brief description of nominee's qualifications:



City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, May 23, 2025 11:49 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Percy L Goodman
------	-----------------

Home Address	220 S. 69th Ave. Pensacola, FL 32506
--------------	---

Business Address	Community Enterprise Investments, Inc. 302 N. Barcelona St. Pensacola, FL 32501
------------------	---

To which address do you prefer we send correspondence regarding this application?	Business
---	----------

Preferred Contact Phone Number(s)	(850) 595-6234 ext 211
-----------------------------------	------------------------

Email Address	pgoodman@ceii-cdc.org
Upload Resume (optional)	<i>Field not completed.</i>
(Section Break)	
Details	
Are you a City resident?	No
If yes, which district?	<i>Field not completed.</i>
If yes, how long have you been a City resident?	<i>Field not completed.</i>
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	No
Board(s) of interest:	Affordable Housing Advisory Committee
Please list the reasons for your interest in this position:	I personally and professionally have a vested interest in the subject of affordable housing in Pensacola and Escambia County.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	No
(Section Break)	
Diversity	
<i>In order to encourage diversity in selections of members of government</i>	

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	African-American
------	------------------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Deborah L. Mays
(Nominee)

1701 E. Lee St (03) 850-529-3998
(Home Address) (Phone)

RE/MAX Horizons Realty, 1335 Creighton Rd. (04)
(Business Address) (Phone)

debbie.mays.pns@gmail.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**A CITIZEN WHO IS ACTIVELY ENGAGED AS A REAL ESTATE PROFESSIONAL IN CONNECTION WITH
AFFORDABLE HOUSING
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)**

Provide a brief description of nominee's qualifications:

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, May 21, 2025 8:16 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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(Section Break)

Personal Information

Name	Deborah L Mays
Home Address	1701 E LEE ST Pensacola, FL 32503
Business Address	RE/MAX Horizons Realty 1335 Creighton Rd Pensacola, FL 32504
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8505293998

Email Address	debbie.mays.pns@gmail.com
Upload Resume (optional)	<i>Field not completed.</i>
(Section Break)	
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	20 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	AHAC
Please list the reasons for your interest in this position:	We need attainable housing for our residence. And this board needs representation from the real estate industry so that cooperation is gained between Pensacola Association of Realtor, Home Builders Association, City Government, and people representing the local work force.
Do you currently serve on a board?	Yes
If yes, which board(s)?	AHAC
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	Yes
(Section Break)	

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
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Race	Caucasian
------	-----------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Paul Ritz
(Nominee)

1310 E. Gonzalez Street

(Home Address)

850-206-9494

(Phone)

DAG Architects, 40 S Palafox, Suite 201

(Business Address)

(Phone)

pritz@dagarchitects.com

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

***A CITIZEN WHO ACTIVELY SERVES ON THE LOCAL PLANNING AGENCY
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)***

Provide a brief description of nominee's qualifications:

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Sunday, November 17, 2024 2:26 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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(Section Break)

Personal Information

Name	Paul Ritz
------	-----------

Home Address	1310 E Gonzalez St
--------------	--------------------

Business Address	DAG Architects, 40 South Palafox, Suite 201, Pensacola, FL 32502
------------------	--

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8502069494
-----------------------------------	------------

Email Address	pritz@dagarchitects.com
---------------	--

Upload Resume (optional) [Paul_Ritz_Resume.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 27+ Years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Affordable Housing Advisory Committee

Please list the reasons for your interest in this position: I appreciate being able to use some of my strengths to better the options for affordable housing in the City of Pensacola.

Do you currently serve on a board? Yes

If yes, which board(s)? Affordable Housing Advisory Committee, Planning Council

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, November 26, 2024 10:46 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠️ **THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT** ⚠️

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(Section Break)

Personal Information

Name	Crystal Scott
Home Address	310 N A Street
Business Address	Field not completed.
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	2054015855
Email Address	cscott@nw.org

Upload Resume
(optional)

[Resume Director, Growth and Partnerships.docx](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have
you been a City
resident? Pensacola

Do you own property
within the City limits? Yes

Are you a registered
voter in the city? Yes

Board(s) of interest: Affordable Housing Advisory Committee

Please list the reasons
for your interest in this
position: Interest in serving to assist the City and County with efforts in
affordable housing development.

Do you currently serve
on a board? Yes

If yes, which board(s)? AHAC

Do you currently hold a
public office? No

If so, what office? *Field not completed.*

Would you be willing to
resign your current
office for the
appointment you now
seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jared Moore, do nominate Crystal Scott
(Nominee)

310 North A Street

(Home Address)

205-401-5855

(Phone)

(Business Address)

(Phone)

cscott@nw.org

(Email Address)

City Resident: YES NO

Property Owner within the City: YES NO

for appointment by the City Council for the position of:

***A CITIZEN WHO IS ACTIVELY ENGAGED AS AN ADVOCATE FOR LOW-INCOME PERSONS IN
CONNECTION WITH AFFORDABLE HOUSING
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)***

Provide a brief description of nominee's qualifications:

Jared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Erika L. Burnett
Erika L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Tared Moore, do nominate Delarian Wiggins
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

(Email Address) City Resident: YES NO
Property Owner within the City: YES NO

for appointment by the City Council for the position of:

MEMBER OF CITY COUNCIL
PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE
(Three-year term expiring 6/30/2028)

Provide a brief description of nominee's qualifications:

Tared Moore
City Council Member or Mayor

I hereby certify that the above
nomination was submitted to my
office within the time limitations
prescribed by the Rules and
Procedures of Council.

Ericka L. Burnett
Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-654

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION

RECOMMENDATION:

That City Council reappoint Dr. Lusharon Wiley to the Pensacola-Escambia Development Commission for a term of two (2) years expiring June 30, 2027.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola-Escambia Development Commission (PEDC) is responsible for the promotion and development of industrial, tourist, and commercial attributes and facilities of the area, including the promotion of conventions, convention facilities and visitors to the area. The board is composed of nine members.

The following is an incumbent that wishes to be considered for reappointment:

<u>Nominee:</u>	<u>Nominated by:</u>
Dr. Lusharon Wiley	Incumbent

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - Dr. Lusharon Wiley
3. Bio Brief - Dr. Lusharon Wiley

PRESENTATION: No

Pensacola-Escambia Development Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Jones, Casey	Council Member	Council	0	2025	11/24/2026	12/12/2024	2	
Patton, Allison	Council Member	Council	0	2025	11/24/2026	12/15/2022	2	
Wiley, Lusharon (Dr.)	At-Large Member	Council	1	2025	6/30/2025	10/14/2021	2	

Term Length: TWO YEAR TERMS, EXCEPT THOSE HOLDING SPECIFIC OFFICES.

COMPOSED OF NINE (9) MEMBERS OF WHICH TWO ARE MEMBERS OF CITY COUNCIL, TWO ARE MEMBERS OF THE COUNTY COMMISSION, ONE WHO IS A MEMBER OF THE TOWN COUNCIL OF THE TOWN OF CENTURY. ONE MEMBER SHALL BE THE PRESIDENT OF THE CHAMBER OF COMMERCE. ONE MEMBER, TO BE APPOINTED BY THE PRESIDENT OF THE CHAMBER, SHALL BE THE CHAIRMAN OF THE COMMITTEE OF 100 OR THE CHAIRMAN OF THE TOURIST ADVISORY COUNCIL. THE CITY COUNCIL AND COUNTY COMMISSION SHALL EACH APPOINT ONE (1) AT-LARGE MEMBER. EACH MEMBER MUST BE A FREEHOLDER (PROPERTY OWNER) AND QUALIFIED ELECTOR OF ESCAMBIA COUNTY.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, May 8, 2025 2:10 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	Dr. Lusharon Wiley
Home Address	4255 Bonway Drive Pensacola, FL 32504
Business Address	113 Bay Bridge Drive Gulf Breeze, FL 32561
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8507487641
Email Address	lwiley@innisfreehotels.com

Upload Resume
(optional)

[Lusharon Wiley bio brief May 2025.pdf](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have
you been a City
resident? 36 years

Do you own property
within the City limits? Yes

Are you a registered
voter in the city? Yes

Board(s) of interest: Pensacola-Escambia Development Commission (PEDC)

Please list the reasons
for your interest in this
position:

As a highly involved thought leader for the Pensacola community, I often navigate between businesses, non-profits and local organizations. My view of the local community is broad based from my experiences as a Navy wife, local educator at the University, former vice-president of one of the largest local employers, and current role as the executive director of a non-profit organization. The PEDC's role of attracting new businesses with high paying wages while retaining existing businesses is critical. I am committed to working in partnership with various stakeholders to help ensure the overall economic prosperity of Pensacola and Escambia County. Having served on the PEDC for three years, I bring continuity of service along with an understanding of the scope of the work of the PEDC.

Do you currently serve
on a board? Yes

If yes, which board(s)? PEDC

Do you currently hold a
public office? No

If so, what office? *Field not completed.*

Would you be willing to
resign your current
office for the
appointment you now
seek?

N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
--------	--------

Race	African-American
------	------------------

Physically Disabled	No
---------------------	----

(Section Break)

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

Email not displaying correctly? [View it in your browser.](#)

Lusharon Wiley, Ed.D.
May 8, 2025
Bio Sketch

Lusharon Wiley is actively engaged in the Pensacola community where she has lived for the past thirty-four years. She has been named one of the *Most Influential People in Pensacola* by Inweekly Magazine for three consecutive years (April, 2023 through April, 2025) and understands the importance of making a difference in the community in which she lives. She currently serves on the Pensacola-Escambia Development Commission (PEDC), the Greater Pensacola Chamber of Commerce and the Pensacola Children's Chorus.

As Executive Director and founding member of the Equity Project Alliance, an initiative sponsored by the Innisfree Hive, Dr. Wiley is a leader in community engagement and working with local businesses, individuals and organizations to navigate difference, increase awareness and provide spaces for dialogue and community discussions while serving as a thought leader on difference making to effect transformational change.

Lusharon worked at the University of West Florida where she founded a number of organizations and participated in multiple inclusion and diversity groups. Among the programs she founded are Military Connections, Common Ground, and the Inclusion Spotlight Series. She is also the founder of the Argo Pantry, UWF service that provides access to food and personal care items for students.

Lusharon Wiley is committed to making a difference in her community. Not only does she serve on the boards previously mentioned, but she also served on the WSRE-TV board for six years and the Visit Pensacola board for three years. She was also a member of the 2022 Mayor Transition Committee for the City of Pensacola and currently serves as the Chair of the City of Pensacola Miraflores Burial Ground Advisory Committee.

Lusharon is known as a distinguished presenter and sought-after speaker.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-655

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Jared Moore, Council President

SUBJECT:

APPOINTMENT - GENERAL PENSION BOARD

RECOMMENDATION:

That City Council reappoint James M. Novota to the General Pension Board for a term of six (6) years, expiring June 30, 2031.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board oversees administration of the General Pension Plan and investment of pension funds. It consists of six members, three are appointed by City Council and one shall be the current presiding Council President of the City, or his designee. The remaining two members are elected by the employees. Council appointees must be residents of Escambia County and freeholders (property owners) of the City.

The following is an incumbent that wishes to be considered for reappointment:

Nominee:
James M. Novota

Nominated by:
Incumbent

PRIOR ACTION:

City Council appoints members to this board on an annual basis.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L.Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Application of Interest - James M Novota

PRESENTATION: No

General Pension Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Amentler, Laura	Accountant	Elected by employees	1	2025	6/30/2027	6/30/2019	2	
Jackson, Priscilla Cheryl	Retired Payroll Mgr COP	Council President	0	2025	6/30/2027	7/18/2024	0	
Little, Debra	Attorney	Council	1	2025	6/30/2029	8/28/2014	6	
Miller, Amy	Deputy City Administrator	Elected by employees	2	2025	6/30/2027	6/25/2013	2	
Novota, James 'Mick' M.	Realtor/Retired Banker	Council	1	2025	6/30/2025	4/12/2012	6	
Wells, William "Rusty" D.	Retired city attorney	Council	1	2025	6/30/2027	4/21/2011	6	

Term Length: COUNCIL APPOINTEES SERVE SIX YEAR TERMS AND THE EMPLOYEE REPRESENTATIVES SERVE TWO YEARS.

COMPOSED OF SIX (6) MEMBERS OF WHICH THREE ARE APPOINTED BY CITY COUNCIL, ONE BY THE COUNCIL PRESIDENT, AND TWO MEMBERS ARE ELECTED BY THE EMPLOYEES. THE FOUR MEMBERS APPOINTED BY COUNCIL MUST BE RESIDENTS OF ESCAMBIA COUNTY AND FREEHOLDERS (PROPERTY OWNERS) OF THE CITY.

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, May 22, 2025 8:16 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - City Council Appointment

This application will be utilized in considering you for appointment to a City Council board, authority, or commission. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

It is necessary to contact a member of Council to obtain a nomination in order to be placed on the ballot for consideration. Please go to cityofpensacola.com/council for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	James M Novota
------	----------------

Home Address	411 W DeSoto St Pensacola, FL 32501
--------------	--

Business Address	Field not completed.
------------------	----------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8505013014
-----------------------------------	------------

Email Address	mick@novota.com
---------------	--

Upload Resume (optional)	<i>Field not completed.</i>
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(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	<i>Field not completed.</i>
-------------------------	-----------------------------

If yes, how long have you been a City resident?	40 plus years
---	---------------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	General Pension Board
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Please list the reasons for your interest in this position:	Want to continue to share my investment and banking background
---	--

Do you currently serve on a board?	Yes
------------------------------------	-----

If yes, which board(s)?	General Employees Pension Board
-------------------------	---------------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-720

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

MAYORAL APPOINTMENTS - DOWNTOWN IMPROVEMENT BOARD

RECOMMENDATION:

That City Council affirm the Mayor's reappointment of Nathan Holler and appointment of Sara Papantonio to the Downtown Improvement Board for a term of three (3) years, expiring June 30, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically, and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council.

Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

PRIOR ACTION:

June 16, 2022 - City Council approved the Mayor's reappointment of Nathan Holler.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Dustin Retherford, Policy & Legislative Affairs Officer

ATTACHMENTS:

1. DIB Member List
2. Application of Interest - Nathan Holler
3. Application of Interest - Sara Papantonio

PRESENTATION: No

Downtown Improvement Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Holler, Nathan	Business Owner	Mayor	0	2025	6/30/2025	6/16/2022	3	
McKean, Christopher L.	Business Owner	Mayor	0	2025	6/30/2027	2/9/2023	3	
Merrill, William L.	Business Owner	Mayor	0	2025	6/30/2026	7/20/2023	3	
N'dione, Jean Pierre	Business Owner	Mayor	1	2025	6/30/2025	6/13/2019	3	
Patton, Allison	Council Member-Ex Officio	Mayor	1	2025	11/24/2026	12/12/2024	2	
Simpson, Rafael	Business Owner/Resident	Mayor	0	2025	6/30/2026	6/15/2023	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE (5) MEMBERS APPOINTED BY THE MAYOR AND CONFIRMED BY THE CITY COUNCIL. MEMBERS MUST BE OWNERS OF REALTY WITHIN THE DOWNTOWN AREA, SUBJECT TO AD VALOREM TAXATION, A LESSEE THEREOF REQUIRED BY LEASE TO PAY TAXES THEREON. NO VOTING MEMBER SHALL BE SERVING AS A CITY OR COUNTY OFFICER OR EMPLOYEE.

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, May 27, 2025 11:52 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Nathan Holler
------	---------------

Home Address	34 Calle Traviesa Pensacola Beach, FL 32561
--------------	--

Business Address	30 S. Palafox St. (02)
------------------	------------------------

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8502060607
-----------------------------------	------------

Email Address	NathanLHoller@gmail.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident? No

If yes, which district? *Field not completed.*

If yes, how long have you been a City resident? *Field not completed.*

Do you own property within the City limits? No

Are you a registered voter in the city? No

Board(s) of interest: The Downtown Improvement Board

Please list the reasons for your interest in this position:

I'm invested in this seat because, as a second-generation business owner of a 48-year-old landmark in the city, I have a deep and lasting commitment to its growth and vitality. With strong relationships throughout the local business community and a proven ability to bring the right people to the table, I'm here to be a resource for collaboration and meaningful progress as we move forward together.

Do you currently serve on a board? Yes

If yes, which board(s)? The Downtown Improvement Board

Do you currently hold a public office? No

If so, what office? *Field not completed.*

Would you be willing to resign your current office for the appointment you now seek? N/A

(Section Break)

Diversity

In order to encourage diversity in selections of members of government

committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Male
--------	------

Race	Caucasian
------	-----------

Physically Disabled	No
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(Section Break)

Acknowledgement of Terms	I accept these terms.
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Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, May 8, 2025 7:36 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

Application for Boards, Authorities, and Commissions - Mayoral Appointment

This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.

Completed applications will be kept on file for a period of one (1) year from the date received in the Office of the City Clerk.

If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Sara Papantonio
------	-----------------

Home Address	126 West Government Street
--------------	----------------------------

Business Address	2B
------------------	----

To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8505723163
-----------------------------------	------------

Email Address	Spapantonio@levinlaw.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
--------------------------	-----

If yes, which district?	7
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If yes, how long have you been a City resident?	4 years
---	---------

Do you own property within the City limits?	Yes
---	-----

Are you a registered voter in the city?	Yes
---	-----

Board(s) of interest:	Downtown improvement board
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Please list the reasons for your interest in this position:	I'm a Pensacola resident and young professional who both lives and works downtown, and I care deeply about the growth and character of our city's core. I'm seeking a position on the Downtown Improvement Board because I want to contribute to projects that enhance the livability, accessibility, and economic vitality of the area. As someone invested in the future of downtown Pensacola, I'm eager to help shape its continued progress.
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Do you currently serve on a board?	No
------------------------------------	----

If yes, which board(s)?	<i>Field not completed.</i>
-------------------------	-----------------------------

Do you currently hold a public office?	No
--	----

If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.

Gender	Female
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? [View it in your browser.](#)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-729

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE ARC GATEWAY INC.

RECOMMENDATION:

That City Council approve the Memorandum of Understanding between the City of Pensacola Parks and Recreation Department and The ARC Gateway Inc. to host their Senior Services Program at the Bayview Senior Resource Center. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola Parks and Recreation Department and The ARC Gateway Inc. are seeking approval from the City Council to enter into a Memorandum of Understanding that allows the City to give access to The ARC Gateway INC., a non-profit activity program provider, to use the Bayview Senior Resource Center to provide a senior services program that will benefit and enrich seniors with disabilities.

PRIOR ACTION:

Parks and Recreation Board recommended approval date was May 20, 2025.

FUNDING:

The ARC Gateway Inc. will provide its own supplies and staff for the program.

FINANCIAL IMPACT:

The ARC Gateway Inc. will be offering services that are not a part of normal scheduled services at the center.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/16/2025

STAFF CONTACT:

Tim Kinsella, City Administrator

Amy Miller, Deputy City Administrator

Kerry Shanaghan, Interim Parks and Recreation Director

Tonya Byrd, Parks and Recreation Assistant Director

ATTACHMENTS:

1. Memorandum of Understanding

PRESENTATION: No



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PENSACOLA PARKS AND RECREATION DEPARTMENT
AND
THE ARC GATEWAY, INC.**

This Memorandum of Understanding (“MOU”) is made by and between the City of Pensacola Parks and Recreation Department (the “City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and The Arc Gateway, Inc. (“Activity Program Provider”), a Florida not for profit corporation, located at 3932 N 10th Avenue, Pensacola, Florida 32503, (the City and Activity Program Provider collectively referred to hereinafter as the “Parties”).

WITNESSETH

WHEREAS, the City is committed to providing space for a senior services program that will benefit and enrich seniors with disabilities; and

WHEREAS, the Activity Program Provider is a non-profit, community-based program for seniors with intellectual and developmental disabilities; and

WHEREAS, the City owns property located at 2000 East Loyd Street, Pensacola, FL 32503, known as the Bayview Senior Resource Center (the “Facility”); and

WHEREAS, the Parties desire to collaborate to offer a senior program for seniors with disabilities at the Facility; and

WHEREAS, the Parties desire to enter into this MOU to memorialize and establish the specific responsibilities of both Parties for the senior programming;

NOW, THEREFORE, in consideration of the mutual terms and conditions, the receipt and sufficiency of which is hereby acknowledged, the City and the Activity Program Provider agree as follows:

SECTION 1 PURPOSE OF MOU

1.1 Recitals. The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU.

1.2 Purpose. The purpose of this MOU is to establish the specific responsibilities of the Parties in offering a senior services program at the Facility.

SECTION 2 ACTIVITY PROGRAM PROVIDER RESPONSIBILITIES

2.1 Maintenance of Appropriate Programming. The Activity Program Provider’s programming will maintain typical valued routines of the community that are age and culturally

appropriate by promoting acquisition, retention, and improvement in self-help, socialization, and adaptive skills for seniors. Recreational and other activities that enhance development are strongly encouraged. Programming includes morning orientation, participation in activities of choice, field trips, communication and interaction with peers at the Facility, and improving daily life skills such as learning to count money, telling time, and making healthy food choices. The Activity Program Provider must provide any reasonable equipment required to operate an effective program.

2.2 Participants. The Activity Program Provider will ensure all senior programming participants are ages fifty (50) and older with a target participation number of no fewer than ten (10) per program consistently. The Activity Program Provider will keep a record of the number of participants at each program and their ages and shall provide such record to the City upon the City's request. The Activity Program Provider agrees to notify the City if it is unable to maintain minimum target participation.

2.3 Location of Programming. Programming will be held at the Facility and at any other location as identified by the City. Any request for additional use of program space must be made in writing to the City a minimum of ten (10) working days prior to the date of the desired use and additional fees may apply. The City reserves the right to deny any request for additional use of program space.

2.4 Facility Use. The Activity Program Provider will adhere to Facility and park operating hours and closures during severe weather, due to repairs, or holidays and will ensure that all facilities used for the programming and activities are left clean and litter free and in the same condition as they were found. The Activity Program Provider agrees to immediately notify the City in writing of any Facility use issues that it encounters.

2.5 Staffing Requirements. Activity Program Provider will maintain a minimum of two (2) staff per ten (10) participants at each location for each program session. The Activity Program Provider will submit a list of all staff, volunteers, and/or board members prior to the start of the program and submit changes to the City in an updated list upon the City's request and throughout the term of the agreement.

2.6 Production of Required Documents. The Activity Program Provider must provide the following documents prior to the start of any programming:

- (1) an itemized budget for the service or program provided;
- (2) a copy of the By-Laws and related operating procedures;
- (3) any written Disciplinary Guidelines for participants prior to the start of the program;
- (4) a list of all staff and volunteers; and
- (5) a list of annual board meeting dates and a list of all board members with phone numbers, email addresses, and physical addresses.

Upon the City's request, the Activity Program Provider must provide board meeting minutes to the City within 14 days of the occurrence of such board meeting.

2.7 Cancellations. Written notice for any cancellations must be submitted to the Facility supervisor no later than five (5) working days prior to cancellation date. The Activity Program Provider must notify the city immediately in any instance that may require multiple cancellations a month. If this occurs, approval must be provided by the City to continue the session in such a location.

2.8 Programming Evaluation. The Activity Program Provider must track the success of the program and growth of each participant through appropriate evaluative tools. The Activity Program Provider agrees to provide an update on the success of the program via presentation and/or written report at any time upon the City's request.

2.9 Recognition of City Partnership. The Activity Program Provider must recognize the City of Pensacola as a partner in all the ARC Gateway, Inc., programs located at the Facility and include the parks and Recreation Department logo on all publications, flyers and promotional materials that relate to the programming at the Facility.

2.10 Program Recruitment and Marketing. The Activity Program Provider must recruit for the programming through a marketing plan that is mutually developed between the Activity Program Provider and the City's Parks and Recreation Marketing Coordinator.

2.11 Notification of Accidents and Incidents. The Activity Program Provider must notify the City in writing no later than 12:00pm on the next business day after any accidents and/or incidents that require medical attention or when public safety personnel were called to assist with the situation. The notification shall include the date of the incident, the name of the injured party, and a brief description of the incident.

2.12 Maintenance of Records and Accounts. The Activity Program Provider must maintain accurate records and accounts in accordance with the terms and conditions of this MOU. The City may cause, upon reasonable notice, an audit to be made of the records and accounts as such records and accounts relate to the calculation of the amounts payable to the City.

2.13 Facility Maintenance. The Activity Program Provider must pay for any requested Facility or park maintenance which occurs outside the normal weekday operating hours for City custodial staff or park maintenance staff.

SECTION 3 CITY RESPONSIBILITIES

3.1 Provision of Facility. The City agrees to provide space (such as the Facility and other locations deemed appropriate by the City) for the senior programming provided by The Activity Program Provider. However, as continuous growth may impact the City's ability to offer additional space, growth of the programming must be managed and coordinated with the City. Programming and Activities will be subject to inspection and reviewed by City staff quarterly to determine continued allocation of space.

3.2 Program Recruitment and Marketing. The City agrees to collaborate with the Activity Program Provider to develop a comprehensive marketing and recruitment plan that includes, but is not limited to, promotion in the City's quarterly program guide and on the Play Pensacola website.

3.3. Facility Inspection and Maintenance. The City agrees to inspect all City owned assets annually and provide routine maintenance as the City sees fit.

SECTION 4 LIABILITY AND INDEMNIFICATION

4.1 Liability Insurance. The Activity Program Provider must provide proof of commercial general liability insurance with a minimum liability limit of \$1,000,000 per occurrence and in the aggregate. The City of Pensacola must also be listed as an "additional insured" on the policy.

Certificate holder shall read: City of Pensacola; c/o Parks and Recreation Department, P.O. Box 12910, Pensacola, FL 32521 or to the City of Pensacola, c/o Parks and Recreation Department, 222 West Main Street, Pensacola, Florida 32503.

4.2 Indemnification. The Activity Program Provider agrees to add the City of Pensacola as a release or held harmless in any Hold Harmless Agreement included as part of the activity participation and to provide to the City upon request. The Activity Program Provider agrees to fully indemnify, defend and hold harmless the City of Pensacola, its officers, agents, employees and volunteers from and against all actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by the city of Pensacola's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), to which any or all of them may be subjected, to the extent such Liability are caused by or result from any negligent act or omission or willful misconduct of the Activity Program Provider in connection with its use of the City of Pensacola Facility. This includes any damage to or theft of the Activity Program Provider property stored or left on City of Pensacola property. This shall be a continuing release and shall remain in effect until revoked in writing.

SECTION 5 MISCELLANEOUS PROVISIONS

5.1 Term. This MOU will remain in effect for one year from the date of the last executing signature (the "Term") and may only be amended in writing as agreed to by both parties. Whenever there is a change in leadership within the Activity Program Provider, a new MOU will be required, which must have the signature of the new Executive Director and President.

5.2 Termination. Either party may terminate this agreement upon 30 days written notice to the other. Termination for cause shall be immediate upon notification by the City and shall include, but not be limited to fraud, lack of compliance with applicable rules, regulations, and ordinances, failure to remit proper payment, and failure to perform in a timely manner any provision of this agreement.

5.3 Renewal. This MOU may be renewed at the expiration of the Term at the sole discretion of the City. As a prerequisite to renewal, the City may require that the Activity Program Provider provide a report and/or presentation evaluating the program over the course of the previous Term. The City may also require that the Activity Program Provider submit records or answer questions to establish adherence to this MOU over the previous Term. The City may request a presentation and/or report that includes, but is not limited to, the following information:

- (1) the number of participants served throughout the Term;;
- (2) an explanation of the services provided over the Term;
- (3) the number of staff and volunteers conducting the program over the Term;
- (4) the number of sessions provided over the Term;
- (5) adherence to the budget provided prior to the beginning of programming; and
- (6) the financial status of the Activity Program Provider as it relates to the programming provided under this MOU.

If the City, at its sole discretion, agrees to renew this MOU, the City will require that the Activity Program Provider execute a new MOU prior to beginning the program.

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

5.5 Public Records. The Parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes.

5.6 E-Verify. In compliance with the provisions of F.S. 448.095, the Parties to this MOU and any subcontractors engaged in the performance of this MOU hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

City of Pensacola
Parks and Recreation Department
222 West Main Street
Pensacola, Florida 32502

The ARC Gateway, Inc.

3932 N. Tenth Ave.
Pensacola, Florida 32503

Primary Contact: Melissa Rogers, CEO
Phone: (850) 607-0407
E-Mail: mrogers@arc-gateway.org

Alternate
Phone:
E-Mail:

DC Reeves, Mayor

The ARC Gateway, Inc
Chief Executive Officer

Date: _____

Date: _____

Attest: _____
Ericka Burnett, City Clerk

Approved as to substance:

Kerry Shanaghan, Parks & Recreation Director

The ARC Gateway, Inc.
President

Date: _____

Date: _____

Legal in form and execution:

Grace Parola, Assistant City Attorney

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-728

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approval funding of \$2500 for a traffic-calming project within District 2, specifically the Pineglades neighborhood, from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the city Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The City of Pensacola has adopted a traffic-calming policy and program to assist with traffic concerns in and around the city, like speeding in neighborhoods, "cut-through" traffic movements, etc. Traffic-calming is the overall term for the enhancements made to eligible streets in efforts to improve safety for all roadway users. Traffic-calming includes, but is not limited to speed tables, speed bumps, radar display speed signs, pavement markings, traffic circles, etc. and when properly planned and implemented, traffic-calming can combat speeding and/or other unsafe driving behaviors. Funding will be used to address a request by the Pineglades neighborhood for a traffic circle at the intersection of Euclid Drive and Iris Court.

PRIOR ACTION:

July 21, 2022 -- City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget: \$13,327 Current Balance - District 2 Discretionary Fund Account

Actual: \$2,500 District 2 Traffic Calming Project - Pineglades Neighborhood

FINANCIAL IMPACT:

A balance of \$13, 327 is currently within the District 2 Discretionary Fund Account. Upon approval by City Council, a balance of \$10,827 will remain in the District 2 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-712

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council Vice President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE-PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$500 to Favor House of Northwest Florida from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

In 1976, a task force was formed to study the housing needs of women in Northwest Florida. From that study, it was apparent there was no housing available for victims of spouse abuse and their children. To address that need the Task Force on Spouse Abuse was formed under the guidance of the YWCA. In June 1979, the Spouse Abuse Task Force became the Favor (Family Anti-Violence in Organized Response) House Advisory Council, a program of the YWCA. During that year, funding became available from the Marriage License Trust Fund. Today, FavorHouse is the designated program recipient for funds in District I, and they are continuously working to prevent domestic violence in our community by spreading awareness and focus on teens and young adults to set healthy boundaries and speak out against abuse. Funding will be used towards the support of their mission.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget: \$ 14,000 District 6 Discretionary Funds Balance

Actual: \$ 500 Favor House of Northwest Florida

FINANCIAL IMPACT:

A balance of \$14,000 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of \$13,500 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-699

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$250 to My Brothers and Sisters from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

My Brothers and Sisters is committed to empowering the youth of today to be the leaders of tomorrow. Their focus is to make sure families of all walks of life, know how important time-sharing is and making memories that last a lifetime are. They host various programs and activities as vehicles to promote a positive self-image, commitment to family, ethics and education that will enable them to be productive in all they do, especially as citizens of society within our community. My Brothers and Sisters strives to effectively strengthen family relationships and empower each individual family member, especially the youth, by utilizing mentoring and educational programs, various social events and the arts to promote strong family bonds. One of their events is the Mother Son Date Night. This event will be held on July 26, 2025 and will celebrate the special relationship between mothers (or mother-figures) and their sons. The event highlights the role that mothers play in their son's development and focuses on the skills that young men need to know. The proceeds from this event will help further the mission of the organization which is to "Bridge The Gap One Family At A Time". Additionally, My Brothers and Sisters will host the Kids' Cookout in the Park on June 7, 2025. This free event will be held at the Rev. William E. McNealy Sr. Park and will provide a fun-filled day just for the kids with delicious food, games, music and outdoor fun. Funding will be used to offset costs associated with these events.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget: \$ 2,105 FY 2025 District 7 Discretionary Funds

Actual: \$ 250 My Brothers and Sisters

FINANCIAL IMPACT:

A balance of \$2,105 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$1,855 will remain in the District 7 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive

Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-715

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SETTLEMENT AGREEMENT FOR PALAFOX MARINA HURRICANE SALLY LITIGATION

RECOMMENDATION:

That City Council consider the proposed settlement agreement for approval. Further, if Council approves the settlement agreement, that it authorize the Mayor to execute and take those actions necessary to carry out the agreement, consistent with the terms of the agreement and the Mayor's executive powers as granted within the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Marina Management Corporation ("MMC") operates marinas within the marina basin located at the south end of Palafox Street in Pensacola, Florida. In 2020, Plaintiff brought its lawsuit in the U.S. District Court, Northern District of Florida (Pensacola), alleging that the City of Pensacola (the "City") is in breach of contractual obligations for failing to construct an "adequate" breakwater to protect the Palafox Marina basin; and as a result MMC sustained damages when Hurricane Sally struck Pensacola and damaged the docks, piers, pilings and boats within the basin. The City counter-claimed against MMC alleging that MMC breached its obligations under the same contract, by failing to obtain required insurance against windstorm damages, and by failing to make repairs to the damaged property. The City has defended the claims made against it, and has pursued its claim against MMC. In addition the City sued, and later settled with the entities which designed and built the breakwater structure. The City and MMC have engaged in efforts to resolve their respective claims through settlement. On December 12, 2024, the City Council of the City of Pensacola, Florida held a private meeting with its attorneys to discuss settlement negotiations pertaining to this litigation. Following that meeting a proposed settlement agreement has been prepared and is attached for City Council's consideration.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Marina Management Corporation has the option to construct breakwater improvements at its own expense within 5 years of the date of execution of the settlement agreement. If those improvements are timely made, the City of Pensacola would extend the term of that certain Port Royal Marina Lease dated March 28, 1985, and recorded at Book 2083, Page 345 of the Official Records of Escambia County, Florida, by a period of 25 years at the rental rates provided for therein.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/23/2025

STAFF CONTACT:

Don Kraher, Council Executive
Adam Cobb, City Attorney
Tim Kinsella, City Administrator
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. Settlement Agreement - MMC
2. REVISED EXHIBIT - South Palafox Lease Amendment
3. REVISED EXHIBIT - Insurance and Indemnification

PRESENTATION: No

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“**Agreement**”) is made by and between:

(1) **Marina Management Corp.**, a Florida corporation (“**MMC**”) and its respective agents, employees, and insurers, adjusters, investigators, attorneys, independent contractors, representatives, legal representatives, directors, affiliates, subsidiaries, officers, successors and assigns, and/or all other known or unknown persons, firms, partnerships, corporations, joint ventures, or other entities for whom any of them may be held vicariously, constructively, technically, or derivatively liable, and

(2) **The City of Pensacola**, a municipal corporation of the State of **Florida** (referred to herein for convenience as the “**City**”)

For ease of reference, MMC and the City may each be referred to hereinafter as a “**Party**” and collectively the “**Parties**.”

WHEREAS, the Parties are the current parties in interest under that certain South Palafox Marina Lease Agreement dated June 12, 1997 and recorded in Book 4203, Page 1071; as amended by that certain First Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1937; as amended by that certain Second Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1941; as amended by that certain Third Amendment to South Palafox Marina Lease Agreement dated November 19, 2003 and recorded in Book 5303, Page 1691; as amended by that certain Fourth Amendment to South Palafox Marina Lease Agreement dated June 5, 2008 and recorded in Book 6343, Page 1672; and as amended by that certain Fifth Amendment to South Palafox Marina Lease Agreement dated April 20, 2016 and recorded in Book 7513, Page 598, all in the Official Records of Escambia County, Florida (collectively, as amended, supplemented or assigned, the “**Lease**”, with the property leased under and more particularly described in said Lease being the “**Subject Property**”);

WHEREAS, MMC is the operator of a certain marina complex (“**Marina**”) upon the Subject Property (as such term is defined in the Lease) pursuant to the terms of the Lease;

WHEREAS, pursuant to the Lease, including, without limitation Article VII and Exhibit G thereto, the City constructed that certain closely spaced pile breakwater (“**Breakwater**”) along with that certain rubble-mound breakwater (“**Rubble Mound**”) on the Subject Property;

WHEREAS, on or about September 16, 2020, Hurricane Sally made landfall at or near Pensacola, Escambia County, Florida, causing widespread and significant damage and allegedly, in connection with the presence of various vessels in the Marina during the storm, causing damages to property including: 1) structures within the Marina owned by the City for which MMC has repair obligations as set forth in the Lease; and 2) property owned or maintained by MMC (the “**Incident**”); and

WHEREAS, the Parties have asserted various claims against each other relating to the Incident, the Lease, and the Breakwater in the United States Court Northern District of Florida, in the action styled *Marina Management Corp. and V&R Investments, Ltd. v. Bill Abrams, et al.*, Case No. 3:21-cv-02122-TKW-HTC, consolidated with *In the Matter of the Complaint of James Roy Tucker, Jr., for Exoneration from or Limitation of Liability*, Case No. 3:20-cv-5943-TKW-MJF (the “**Lawsuit**”); and

WHEREAS, the Parties, without admitting any fault or liability whatsoever, desire to resolve all matters between them arising out of, relating to, or in connection with the Incident and all other matters relating to the Lawsuit.

NOW, THEREFORE, in consideration of the promises, the performance of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, warrant, consent, and agree as follows:

1. Recitals. The Parties acknowledge that all of the recitals and “WHEREAS” clauses preceding this paragraph are incorporated as material parts of the Agreement.

2. Release of Claims by MMC. MMC, for itself and its respective agents, employees, representatives, brokers, insurers, and attorneys, successors and assigns does hereby release, remise, acquit, satisfy, and forever discharge the City, including the City’s agents, officials, employees, representatives, attorneys, and insurer(s), and their claim service and underwriting service managers, and their respective representatives, employees, adjusters and attorneys, of and from:

- a. all manner of action and actions, cause and causes of action, claims and counter-claims, whether known or unknown, choate or inchoate, that MMC or its respective agents, representatives, brokers, insurers, or attorneys have made or could have made arising out of, relating to, or in connection with the Incident or the Lawsuit; and,
- b. all manner of past, present and future action and actions, cause and causes of action, claims and counter-claims, whether known or unknown, choate or inchoate, arising out of or related to the design performance and/or construction of the Breakwater and/or Rubble Mound including, without limitation, any and all claims in contract or tort, actions for subrogation, contribution and/or indemnity, interest, attorneys’ fees, costs, damages, and any sums or expenses whatsoever.
- c. Notwithstanding the Release described herein, the City’s obligations to maintain and repair the Breakwater, as stated in Article XI of the Lease, remain in full force and effect, except as otherwise expressly stated herein.
- d. Pro-Tanto Nature of This Release. MMC has asserted and/or will assert claims against other parties relating to damage to its property, including, but not limited to, business interruption / lost profits and other consequential damages, and it is understood and agreed that this Release does not release anyone, in whole or in

part, other than the parties expressly released by this Release. The only intended beneficiaries of this Release are those parties expressly released by this Release.

3. Release of Claims by the City. In exchange for the promises and consideration herein, the City, for itself and its agents, representatives, brokers, insurers, and attorneys, does hereby release, remise, acquit, satisfy, and forever discharge MMC and its agents, representatives, brokers, insurers, adjusters, and attorneys, of and from all manner of action and actions, cause and causes of action, claims and counter-claims, whether known or unknown, choate or inchoate, that the City or its agents, representatives, brokers, insurers, or attorneys have made or could have made against MMC arising out of, relating to, or in connection with the Incident or the Lawsuit, including, without limitation, any and all claims in contract or tort, actions for subrogation, contribution and/or indemnity, interest, attorneys' fees, costs, damages, and any sums or expenses whatsoever, arising out of, relating to, or in connection with the Incident or the Lawsuit.

4. Repair and Replacement of Marina Improvements. Certain marina-related improvements, including, without limitation, docks, piers, pilings, and boatslips (collectively, "**Improvements**"), were damaged or destroyed by the Incident, and MMC is obligated to repair and/or replace said Improvements under the provisions of the South Palafox Marina Lease Agreement. MMC is currently repairing and/or replacing such Improvements, and such repairs and replacements shall be completed on or before December 1, 2026. For clarification, the repairs and replacements to the Improvements shall not be considered "complete" for the purposes of this provision until such time as the Improvements are completely installed and operational, all related permits have been obtained and closed in accordance with applicable law, and the Subject Property (including both marinas) are fully open for business as a marina complex to the extent contemplated under the original Leases. This time shall be extended upon a showing of impossibility due to acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, or acts of public authorities, and other causes which causes are beyond its control (noting, however, fluctuation in prices of materials, goods, services or labor shall not be a justified cause for delay). If MMC believes extension is warranted it shall give written notice to the City promptly following the time at which the purported need for extension becomes reasonably apparent to MMC, with such written notice to include a detailed description of the facts supporting such extension and the efforts made to mitigate the cause of the delay.

5. Palafox Lease Amendment. Simultaneously herewith the Parties will execute and deliver to the other that certain Sixth Amendment to South Palafox Marina Lease Agreement, a copy of which is attached hereto as Exhibit A ("**Lease Amendment**").

6. Port Royal Marina Lease. If MMC completes construction of the Breakwater Modifications, as defined and detailed in the Lease Amendment, to the reasonable satisfaction of the City on or before the date that is 5 years following the date of full execution of this Agreement, then the Parties shall within 120 days of such completion execute and deliver to the other an amendment to that certain Port Royal Marina Lease Agreement between the City and Florida Sun International, Inc., dated March 28, 1985 and recorded in Book 2083, Page 345 of the Official Records of Escambia County, Florida, as amended, supplemented and assigned, extending the term of that lease by a period of 25 years. Following any such amendment, the term of the Port Royal Marina Lease Agreement would end at 11:59:59 p.m. on March 27, 2070.

7. Dismissal with Prejudice. Within ten (10) days of the execution ¹ and receipt by the Parties of this Agreement and the Lease Amendment, the Parties will file a stipulation for dismissal with prejudice of their claims against one another in the Lawsuit, with each Party bearing its own fees and costs. Counsel for the Parties will cooperate in preparing and filing such dismissal documents as may be necessary to effectuate the dismissal.

8. Not an Admission of Liability. This Agreement resolves disputed claims between the Parties for which they have expressly denied any legal liability. This Agreement is not an admission of fault, wrongdoing, or breach of contract by any Party.

9. Jurisdiction and Enforcement. This Agreement shall be enforced in Escambia County in any court of competent jurisdiction within the State of Florida, without prejudice to any Party to remove such case to the appropriate United States District Court in the event that such enforcement action is brought in a Florida state court. This Agreement shall be interpreted in accordance with Florida law.

10. Entire Agreement. The Parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or promises or agreements shall be binding unless in writing and signed by all Parties.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

12. Joint Preparation. The Parties understand that in the event of any judicial interpretation of this Agreement, it was mutually drafted with the benefit of counsel, and no Party shall assert or claim benefit from any presumption that it should be construed against any drafter.

13. Acknowledgement. The Parties agree that they have read this Agreement, know its contents, and have signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

14. Time. Time is of the essence of each and every provision, covenant and condition of this Agreement.

[Separate signature page follows.]

¹ Including signature or ratification by the City Council, as required.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of their respective signatures below.

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

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST:

By: _____
Ericka Burnett, City Clerk

Approved as to form:

Adam C. Cobb, City Attorney

MARINA MANAGEMENT CORP., a Florida corporation

By: _____

Its: _____

Date: _____

EXHIBIT A TO SETTLEMENT AGREEMENT

SIXTH AMENDMENT TO SOUTH PALAFOX MARINA LEASE AGREEMENT

THIS SIXTH AMENDMENT TO THE SOUTH PALAFOX MARINA LEASE AGREEMENT (“**Sixth Amendment**”), is entered into this ____ day of _____, 2025, by and between the City of Pensacola, Florida a municipal corporation of the State of Florida (“**Lessor**” or “**City**”), and Marina Management Corp., a Florida corporation (“**Lessee**” or “**MMC**”) (City and MMC may each individually be referred to herein as a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the Parties are the current parties in interest under that certain South Palafox Marina Lease Agreement dated June 12, 1997 and recorded in Book 4203, Page 1071; as amended by that certain First Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1937; as amended by that certain Second Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1941; as amended by that certain Third Amendment to South Palafox Marina Lease Agreement dated November 19, 2003 and recorded in Book 5303, Page 1691; as amended by that certain Fourth Amendment to South Palafox Marina Lease Agreement dated June 5, 2008 and recorded in Book 6343, Page 1672; and as amended by that certain Fifth Amendment to South Palafox Marina Lease Agreement dated April 20, 2016 and recorded in Book 7513, Page 598, all in the Official Records of Escambia County, Florida (collectively, as amended, supplemented or assigned, the “**Lease**”);

WHEREAS, pursuant to the Lease, including, without limitation Article VII and Exhibit G thereto, the City constructed that certain closely spaced pile breakwater (“**Breakwater**”) on the Subject Property;

WHEREAS, a dispute arose between the Parties in relation to their respective rights and obligations under the Lease, as more particularly set forth in the litigation filed in the United States Court Northern District of Florida, styled *Marina Management Corp. and V&R Investments, Ltd. v. Bill Abrams, et al.*, Case No. 3:21-cv-02122-TKW-HTC, consolidated with *In the Matter of the Complaint of James Roy Tucker, Jr., for Exoneration from or Limitation of Liability*, Case No. 3:20-cv-5943-TKW-MJF (the “**Lawsuit**”); and

WHEREAS, the Parties, without admitting any fault or liability whatsoever, and desiring to avoid continuing expensive and protracted litigation, have reached a settlement in the Lawsuit and this Amendment is entered into pursuant to that settlement.

NOW, THEREFORE, in consideration of the foregoing, the performance of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, warrant, consent, and agree as follows:

1. Recitals. The Parties acknowledge that all the Recitals and “WHEREAS” clauses preceding this paragraph are incorporated as material parts of this Sixth Amendment.

2. The first paragraph of Article XI of the Lease is deleted in its entirety and replaced with the following:

“Lessee shall, during the term of this Lease or any subsequent extension, maintain and repair in good condition all of the Subject Property and improvements (including Project Improvements, Breakwater Modification, and Lessee Improvements, but excluding the breakwater and routine maintenance and cathodic protection on the bulkhead) constructed thereon. Lessor shall maintain and repair the breakwater described herein, but not the Breakwater Modification.”

3. The following is added to the end of Article XXI of the Lease:

“For the purposes of this Article XXI, the Parties agree that there is a legal presumption that a “reasonable time” shall mean (a) in the event of a casualty event that results in the declaration of a state of emergency which includes Pensacola, 42 months from the date of

the casualty event or the expiration of such state of emergency, whichever comes later; and (b) in the event of a casualty event that does not result in the declaration of a state of emergency which includes Pensacola, two years from the date of the casualty event; provided, however, that if the casualty event causes the documented destruction or substantial destruction of the improvements, "reasonable time" may be extended in 6 month increments up to a maximum period of 42 months from the date of the casualty event upon a showing by MMC of impossibility due to acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, or acts of public authorities, and other causes which causes are beyond its control (noting, however, fluctuation in prices of materials, goods, services or labor shall not be a justified cause for delay). If MMC believes such impossibility exists, it shall give written notice to the City promptly following the time in which the impossibility becomes reasonably apparent to MMC, with such written notice to include a detailed description of the facts supporting such impossibility and the efforts made to mitigate the cause of the delay. For the avoidance of doubt, Lessee's obligations under this Articles XXI shall apply to, without limitation, the Project Improvements and Breakwater Modification. The termination of the lease (whether by expiration, abandonment, default or otherwise) shall not relieve Lessee of its obligations to maintain, repair and rebuild under Articles XI and XXI as to destruction, damage or disrepair which exists at the time of such termination; but instead, such obligations shall continue in force until the Subject Property and Improvements (including the Project Improvements and Breakwater Modifications) have been repaired and/or rebuilt as required by the Lease.

4. Exhibit F to the Lease is hereby deleted in its entirety and replaced with Exhibit 1 attached hereto.

5. Moorage Agreements. Any sublease, moorage agreement, or other agreement of any kind or nature for the use or occupation of any boat slip(s) upon the Subject Property must include the following "Essential Terms and Conditions," which shall control in the event of conflict with any other provision in such agreement, and which may not be altered or amended without the advance, express written agreement from the City Attorney for The City of Pensacola, except that the amount of insurance a Tenant is required to procure may be increased without such advance, express written agreement:

"Essential Terms and Conditions"

This Moorage Sublease Agreement is entered into between **Marina Management Corp.** ("Landlord") and the **Tenant** identified herein ("Tenant"). Landlord and Tenant

understand and agree that notwithstanding any contrary language found elsewhere in the Sublease Agreement, The City of Pensacola ("City") is an intended third-party beneficiary of this Agreement.

CONDITION OF SLIP AND MARINA: Tenant hereby accepts the Slip and the Marina in their present **AS IS** condition, and Tenant acknowledges that Landlord makes no express or implied warranty as to the condition of the Slip or Marina, or any utilities, gangways, fences, doors, locks, or any other aspect of the Marina. Tenant shall take good care of the Slip and, at the expiration or sooner termination of this Sublease, surrender and deliver the Slip to Landlord in as good condition as when received by Tenant from Landlord, reasonable use and wear excepted. Tenant shall not make any alterations, additions, modifications, or improvements in or to the Slip.

INDEMNIFICATION AND INSURANCE: Tenant shall defend and fully indemnify Landlord and The City of Pensacola and hold them harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from any breach hereof or any act, omission, or negligence of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, family members, invitees, or visitors in or about the Vessel, the Slip and/or the Marina or adjacent property that is owned by the Landlord or The City of Pensacola, including, without limitation, personal injury or wrongful death or any environmental damage or environmental contamination or any damage or loss to any of the structures, docks, gangways, fences, doors, locks, or other parts of the Marina, or to the property of any other tenants or users of the Marina, or guests thereof, including damage to Landlord's property and the Landlord's structures, docks, piers, or other improvements occasioned by Tenant's Vessel or other property including such damages caused by Tenant's Vessel or property during any storm or act of God. Tenant agrees that neither The City of Pensacola nor the Landlord (including their agents and employees) shall not be liable to Tenant or any other party for any damages, loss of property, theft, personal injury, or death which occurs on the Vessel, the Slip, the Marina, or in the buildings, parking lots, or other part of the real property or Marina owned or operated by Landlord including such personal injury or property damages which may result from the ordinary negligence of The City of Pensacola or the Landlord (or their agents or employees)..

TENANT SHALL, THROUGHOUT THE TERM OF THIS SUBLEASE AND ANY RENEWAL THEREOF, AT ITS OWN EXPENSE, KEEP AND MAINTAIN IN FULL FORCE AND EFFECT:

- A. PROTECTION AND INDEMNITY INSURANCE INSURING AGAINST CLAIMS OF BODILY INJURY, DEATH, PROPERTY DAMAGE, INCLUDING DAMAGE TO LANDLORD'S PROPERTY AND THE LANDLORD'S STRUCTURES, DOCKS, PIERS, OR OTHER IMPROVEMENTS OCCASIONED BY TENANT'S VESSEL OR OTHER PROPERTY INCLUDING SUCH DAMAGES CAUSED BY TENANT'S VESSEL OR PROPERTY DURING ANY STORM OR ACT OF GOD OR OTHER LOSS, IN A COVERAGE AMOUNT OF NOT LESS THAN \$300,000;

- B. HULL INSURANCE COVERING THE VESSEL FOR ITS FULL INSURABLE VALUE. ALL INSURANCE POLICIES REQUIRED UNDER THIS SECTION 16 SHALL BE WITH COMPANIES AUTHORIZED TO DO BUSINESS IN FLORIDA AND REASONABLY APPROVED BY LANDLORD; AND
- C. EACH POLICY OR BOND SHALL LIST LANDLORD AND THE CITY OF PENSACOLA AS ADDITIONAL INSUREDS AND PROVIDE THAT IT IS NOT SUBJECT TO CANCELLATION OR REDUCTION IN COVERAGE EXCEPT AFTER THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE TO LANDLORD. TENANT SHALL DELIVER TO LANDLORD, PRIOR TO THE DATE OF COMMENCEMENT OF THIS SUBLEASE AND FROM TIME TO TIME THEREAFTER UPON DEMAND FROM LANDLORD, CERTIFICATES EVIDENCING THE EXISTENCE OF INSURANCE AND BOND IN COMPLIANCE WITH THIS SECTION.

WAIVER OF TRIAL BY JURY: TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY TENANT AGAINST THE LANDLORD OR THE CITY OF PENSACOLA PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR TENANT'S USE AND OCCUPANCY OF THE SLIP OR MARINA.

6. Guaranty. The Lease as amended hereby is contingent upon MMC's simultaneous delivery to the City of that certain Limited Guaranty attached hereto as Exhibit 2 ("**Guaranty**") duly executed by Ray Russenberger ("**Russenberger**"). Upon request by the City, MMC shall deliver to the City within thirty (30) days of such request proof acceptable to the City confirming that Russenberger holds undivided interest in unencumbered liquid assets sufficient to secure the amount of the Guaranty at the time of the request. In the event of Russenberger's death, MMC shall cause to be executed and delivered to the City within 45 days a new Guaranty from a reasonably equivalent guarantor with demonstrated unencumbered liquid assets sufficient to satisfy the obligations contained in the Guaranty or provide such other alternative security as may be approved by the City, in its reasonable discretion. MMC's forgoing obligation to obtain and deliver a new Guaranty to the City shall similarly apply in the event of the death of any subsequent

guarantor. MMC's failure to timely comply with the foregoing obligations shall be an event of default under the Lease and shall entitle the City to immediately pursue its default remedies under Article XX of the Lease.

7. Breakwater Modification. MMC may, but shall not be obligated to, construct and install mutually agreeable improvements upon the Subject Property adjacent to the Breakwater for the sole purpose of increasing the wave-attenuation effectiveness of the Breakwater ("**Breakwater Modification**"). Notwithstanding the foregoing, MMC shall not commence construction or installation of any such Breakwater Modification without the prior written approval of the City following submission of detailed design plans, construction plans, contractor name(s) and qualifications, and such other documentation as the City may require, with the City's approval not to be unreasonably withheld. MMC shall be responsible for all costs and expenses associated with the Breakwater Modification, including, without limitation, the expense of obtaining the necessary approvals and permits as well as all design and construction expenses. Upon completion of the Breakwater Modification MMC will, at its sole expense, be responsible to repair, maintain, and replace the Breakwater Modification throughout the remaining term of the Lease as otherwise provided in the Lease, including, without limitation, Articles XI and XXI. With regard to the construction and installation of the Breakwater Modification (the "**Breakwater Work**"), MMC agrees to comply with the following covenants and requirements:

a. In the event MMC elects to commence the Breakwater Work, it shall diligently and continuously work to complete the Breakwater Modification, subject to delays due to acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials,

or acts of public authorities, and other causes which causes are beyond its control (noting, however, fluctuation in prices of materials, goods, services or labor shall not be a justified cause for delay).

b. MMC shall use only materials of good quality, which shall be new (unless agreed otherwise), in the Breakwater Work. All Breakwater Work shall be done in a good and workmanlike manner and in accordance with all applicable law. MMC shall obtain contractors' warranties of at least one year duration from the completion of the Breakwater Work against defects in workmanship and materials on all work performed and equipment installed in the Leased Premises as part of the Breakwater Work.

c. MMC shall coordinate all its on-site work with the City such that the Breakwater Work does not unreasonably interfere with or impair public access to and use of the South Palafox Street marina basin or the Breakwater; provided, however, that the City shall work with MMC to allow reasonable access to the walkway portion of the breakwater in order for MMC to perform Breakwater Work .

d. Prior to commencement of any Breakwater Work, MMC shall post or cause to be posted a construction bond reasonably suitable for the City. Such construction bond shall be in an amount to cover all costs of the construction of the Breakwater Modification and shall remain in place until completion of the Breakwater Modification.

e. In addition to any insurance which may otherwise be required under the Lease, MMC shall secure, pay for and maintain or cause MMC's contractors to secure, pay for and maintain during the continuance of the Breakwater Work, insurance in the following minimum coverages and the following minimum limits of liability, and shall deliver evidence of the same to the City prior to commencement of any Breakwater Work:

- i. Worker's compensation and employer's liability Insurance with limits of not less than \$1,000,000.00 each person – accident, \$1,000,000 each person – disease, \$1,000,000 aggregate - disease, or such higher amounts as may be required from time to time by any employee benefit acts or other statutes applicable where the Breakwater Work is to be performed, and in any event sufficient to protect MMC's contractors from liability under the aforementioned acts. Coverage must be provided for United States Longshore and Harbor Workers Compensation Act (USL&H).
- ii. Comprehensive general liability insurance (including contractors' protective liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for broad form blanket contractual liability coverage and shall insure MMC's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by MMC's contractors or by anyone directly or indirectly employed by any of them.
- iii. Marine Liability (Protection and Indemnity) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or

death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00.

- iv. All policies (except the worker's compensation policy) shall be endorsed to include the City as an additional insured. Any waiver of subrogation provisions otherwise contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by MMC or its contractors pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for nonpayment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties.

f. Without limitation of the indemnification provisions otherwise contained in the Lease, to the fullest extent permitted by law MMC agrees to indemnify, protect, defend and hold harmless the City from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Breakwater Work or the Breakwater Modification, including, without limitation, mechanics' liens, bodily injury to persons or damage to the property of the City, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

The City shall cooperate with MMC to the extent necessary to obtain such approvals and permits as reasonably necessary to enable MMC to carry out any approved design and construction of the Breakwater Modification, but shall not be required to incur any out-of-pocket expense in so doing. Nothing in the foregoing sentence shall be construed to be an explicit or implicit approval of any kind in relation to the Breakwater Modification.

8. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

9. Except as expressly amended hereby, the terms of the Lease remain unchanged and in full force and effect.

[A separate signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment to the South Palafox Lease Agreement effective the first date written above.

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

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST:

By: _____
Ericka Burnett, City Clerk

Approved as to form:

Adam C. Cobb, City Attorney

MARINA MANAGEMENT CORP., a Florida corporation

By: _____

Its: _____

Date: _____

EXHIBIT 1 TO THE
SIXTH AMENDMENT TO SOUTH PALAFOX MARINA LEASE AGREEMENT

INSURANCE AND INDEMNIFICATION

The Lessee shall procure and maintain insurance of the types and to the limits specified at all times during the term of this lease.

The term Lessor as used in this section of the Lease Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The parties understand and agree that the minimum required limits of liability insurance and types of insurance coverages set forth herein may become inadequate during the term of this Lease, and Lessee agrees that such required limits of liability insurance and types of insurance may be increased by five percent (5%) per year for each annual anniversary of this Lease. Lessor must give Lessee at least ninety (90) days written notice of such change. After such notice is received by Lessee, evidence of compliance with such increased limits of liability will be provided to the Lessor by transmittal of a certificate of insurance of the type described in the Lease, or otherwise acceptable to the Lessor. The right to increase the required limits of liability shall be cumulative, not to exceed 5% per occurrence for each year of the Lease which has expired. That is to say that, if the Lessor does not require any increase at the end of the years one, two and three of the Lease, at the end of year four of the Lease, the Lessor shall have the right to require a twenty percent (20%) increase. Both parties agree that such right to increase the required limits and types of insurance are necessary and reasonable and that failure to comply with proper notification of such required limits and types shall be sufficient grounds for the Lessor to terminate this Lease,.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the Lessor, for the Lessor's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION**

The Lessee shall purchase and maintain Workers' Compensation Insurance coverage for all Workers' Compensation obligations as required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease. Coverage must be included for the Longshore and Harbor Workers' Compensation Act (LHWCA) exposures if required by law.

2. COMMERCIAL GENERAL, AUTOMOBILE, MARINA OPERATORS AND UMBRELLA LIABILITY COVERAGES

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Lessor shall be an additional insured under the policy for the terms and conditions of this Lease. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability (CGL) coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, pollution, spillage, leakage, seepage and liquor liability. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific Lease, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Marina Operators Legal Liability coverage shall be provided on a broad form coverage basis, or its equivalent.

3. CERTIFICATE OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the Lessor shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate (except Business Auto Policy) as an additional insured and this Lease shall be listed. If required by the Lessor, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to as determined by the Lessor in ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Lessor an option shall be

deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Lessor and shall file with the Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Lessor, the Lessee shall, upon instructions of the Lessor, cease all operations under the Lease until directed by the Lessor in writing to resume operation.

4. INSURANCE OF THE LESSEE PRIMARY

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the Lessor. The Lessee shall take and extend precaution of and to all persons, including employees, and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall hold harmless the Lessor its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this Lease, presence or operations of the Lessee or not. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE LESSOR

The Lessee agrees to pay on behalf of the Lessor, as well as provide a legal defense for the Lessor, both of which will be done only if and when requested by the Lessor, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Lessor shall be in addition to any and all other legal remedies available to the Lessor and shall not be considered to be the Lessor's exclusive remedy.

EXHIBIT 2 TO THE
SIXTH AMENDMENT TO SOUTH PALAFOX MARINA LEASE AGREEMENT

LIMITED CONTINUING GUARANTY
Ray Russenberger

The undersigned (hereinafter sometimes referred to as “Guarantor”), hereby gives to **The City of Pensacola**, a municipal corporation of the State of Florida (hereinafter referred to as “City”) this Limited Continuing Guaranty (this “Guaranty”) for the purpose of guarantying certain obligations of Marina Management Corp., its successors and assigns (collectively, “Lessee”), under that certain South Palafox Marina Lease Agreement dated June 12, 1997 and recorded in Book 4203, Page 1071; as amended by that certain First Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1937; as amended by that certain Second Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1941; as amended by that certain Third Amendment to South Palafox Marina Lease Agreement dated November 19, 2003 and recorded in Book 5303, Page 1691; as amended by that certain Fourth Amendment to South Palafox Marina Lease Agreement dated June 5, 2008 and recorded in Book 6343, Page 1672; as amended by that certain Fifth Amendment to South Palafox Marina Lease Agreement dated April 20, 2016 and recorded in Book 7513, Page 598, all in the Official Records of Escambia County, Florida; and as amended by that certain Sixth Amendment to South Palafox Marina Lease Agreement dated _____ and recorded in Book _____, Page _____, all in the Official Records of Escambia County, Florida; and the Port Royal Marina Lease Agreement dated March 28, 1985 and recorded in Book 2083, Page 345 of the Official Records of Escambia County, Florida (collectively, as amended, supplemented or assigned, the “Leases”). Guarantor agrees as follows:

1. Subject to the limitations set forth below, Guarantor jointly, severally, and unconditionally guarantees the prompt payment of Lessee’s cleanup, removal, repair, and rebuild obligations (collectively, “Obligations”) under the Leases in the event of a breach, abandonment, or termination of the Lessee’s Obligations to perform cleanup, removal, repair and rebuild of damaged structures within the Marina basin as may be required by the Leases (including but not limited to those obligations contained in Articles XI and XXI of the South Palafox Marina Lease Agreement dated June 12, 1997) . This Guaranty is a guaranty of payment and not of collection. City may proceed against Guarantor for the full amount of the Lessee’s Cleanup, Removal, Repair, and Rebuild Obligations up to the Obligation Limit (defined below) whether or not it shall have made demand on and pursued its remedies against Lessee.

2. Notwithstanding anything herein to the contrary, as of the date of Guaranty, Guarantor’s liability for Obligations hereunder shall be limited to the sum of \$1,000,000 (“Obligation Limit”). Such Obligation Limit shall automatically increase every five years following the date of this Guaranty by ten percent (10%) over the immediately preceding Obligation Limit.

3. Without releasing or affecting Guarantor's obligations hereunder, City may, one or more times, in its sole discretion, without notice to or the consent of Guarantor or any other Obligor, take any one or more of the following actions: (a) release, renew, or modify the obligations of Lessee; (b) release, exchange, modify, or surrender in whole or in part City's rights with respect to any other collateral, or fail to perfect any other security interest in, or continue the perfection of any other security interest in any other collateral for the Obligations; or (c) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Lessee; and Guarantor hereby expressly waives any defenses arising from any such actions. The release of liability of any person shall not affect the liability hereunder of any person who is not specifically released.

4. This Guaranty shall be binding on Guarantor and Guarantor's successors and assigns and shall inure to the benefit of City, its successors, assigns.

5. This Guaranty shall be governed and interpreted under the internal laws of the State of Florida. If any provision of this Guaranty shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Guaranty shall remain in full force and effect. This Guaranty is signed on and effective as of the date shown below.

Dated this ____ day of _____, 2025.

GUARANTOR:

Ray Russenberger

EXHIBIT A TO SETTLEMENT AGREEMENT

SIXTH AMENDMENT TO SOUTH PALAFOX MARINA LEASE AGREEMENT

THIS SIXTH AMENDMENT TO THE SOUTH PALAFOX MARINA LEASE AGREEMENT (“**Sixth Amendment**”), is entered into this ____ day of _____, 2025, by and between the City of Pensacola, Florida a municipal corporation of the State of Florida (“**Lessor**” or “**City**”), and Marina Management Corp., a Florida corporation (“**Lessee**” or “**MMC**”) (City and MMC may each individually be referred to herein as a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the Parties are the current parties in interest under that certain South Palafox Marina Lease Agreement dated June 12, 1997 and recorded in Book 4203, Page 1071; as amended by that certain First Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1937; as amended by that certain Second Amendment to South Palafox Marina Lease Agreement dated July 16, 1998 and recorded in Book 4720, Page 1941; as amended by that certain Third Amendment to South Palafox Marina Lease Agreement dated November 19, 2003 and recorded in Book 5303, Page 1691; as amended by that certain Fourth Amendment to South Palafox Marina Lease Agreement dated June 5, 2008 and recorded in Book 6343, Page 1672; and as amended by that certain Fifth Amendment to South Palafox Marina Lease Agreement dated April 20, 2016 and recorded in Book 7513, Page 598, all in the Official Records of Escambia County, Florida (collectively, as amended, supplemented or assigned, the “**Lease**”);

WHEREAS, pursuant to the Lease, including, without limitation Article VII and Exhibit G thereto, the City constructed that certain closely spaced pile breakwater (“**Breakwater**”) on the Subject Property;

WHEREAS, a dispute arose between the Parties in relation to their respective rights and obligations under the Lease, as more particularly set forth in the litigation filed in the United States Court Northern District of Florida, styled *Marina Management Corp. and V&R Investments, Ltd. v. Bill Abrams, et al.*, Case No. 3:21-cv-02122-TKW-HTC, consolidated with *In the Matter of the Complaint of James Roy Tucker, Jr., for Exoneration from or Limitation of Liability*, Case No. 3:20-cv-5943-TKW-MJF (the “**Lawsuit**”); and

WHEREAS, the Parties, without admitting any fault or liability whatsoever, and desiring to avoid continuing expensive and protracted litigation, have reached a settlement in the Lawsuit and this Amendment is entered into pursuant to that settlement.

NOW, THEREFORE, in consideration of the foregoing, the performance of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, warrant, consent, and agree as follows:

1. Recitals. The Parties acknowledge that all the Recitals and “WHEREAS” clauses preceding this paragraph are incorporated as material parts of this Sixth Amendment.

2. The first paragraph of Article XI of the Lease is deleted in its entirety and replaced with the following:

“Lessee shall, during the term of this Lease or any subsequent extension, maintain and repair in good condition all of the Subject Property and improvements (including Project Improvements, Breakwater Modification, and Lessee Improvements, but excluding the breakwater and routine maintenance and cathodic protection on the bulkhead) constructed thereon. Lessor shall maintain and repair the breakwater described herein, but not the Breakwater Modification.”

3. The following is added to the end of Article XXI of the Lease:

“For the purposes of this Article XXI, the Parties agree that there is a legal presumption that a “reasonable time” shall mean (a) in the event of a casualty event that results in the declaration of a state of emergency which includes Pensacola, 42 months from the date of

the casualty event or the expiration of such state of emergency, whichever comes later; and (b) in the event of a casualty event that does not result in the declaration of a state of emergency which includes Pensacola, two years from the date of the casualty event; provided, however, that if the casualty event causes the documented destruction or substantial destruction of the improvements, "reasonable time" may be extended in 6 month increments up to a maximum period of 42 months from the date of the casualty event upon a showing by MMC of impossibility due to acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, or acts of public authorities, and other causes which causes are beyond its control (noting, however, fluctuation in prices of materials, goods, services or labor shall not be a justified cause for delay). If MMC believes such impossibility exists, it shall give written notice to the City promptly following the time in which the impossibility becomes reasonably apparent to MMC, with such written notice to include a detailed description of the facts supporting such impossibility and the efforts made to mitigate the cause of the delay. For the avoidance of doubt, Lessee's obligations under this Articles XXI shall apply to, without limitation, the Project Improvements and Breakwater Modification. The termination of the lease (whether by expiration, abandonment, default or otherwise) shall not relieve Lessee of its obligations to maintain, repair and rebuild under Articles XI and XXI as to destruction, damage or disrepair which exists at the time of such termination; but instead, such obligations shall continue in force until the Subject Property and Improvements (including the Project Improvements and Breakwater Modifications) have been repaired and/or rebuilt as required by the Lease.

4. Exhibit F to the Lease is hereby deleted in its entirety and replaced with Exhibit 1 attached hereto.

5. Moorage Agreements. Any sublease, moorage agreement, or other agreement of any kind or nature for the use or occupation of any boat slip(s) upon the Subject Property entered into, executed, amended, modified, or extended on or after June 12, 2025 and each and every sublease, moorage agreement, or other agreement of any kind or nature for the use or occupation of any boat slip(s) upon the Subject Property in existence as of June 12, 2026 and beyond must include the following "Essential Terms and Conditions," which shall control in the event of conflict with any other provision in such agreement, and which may not be altered or amended without the advance, express written agreement from the City Attorney for The City of Pensacola,

except that the amount of insurance a Tenant is required to procure may be increased without such advance, express written agreement.

“Essential Terms and Conditions”

This Moorage Sublease Agreement is entered into between **Marina Management Corp.** (“Landlord”) and the **Tenant** identified herein (“Tenant”). Landlord and Tenant understand and agree that notwithstanding any contrary language found elsewhere in the Sublease Agreement, The City of Pensacola (“City”) is an intended third-party beneficiary of this Agreement.

CONDITION OF SLIP AND MARINA: Tenant hereby accepts the Slip and the Marina in their present **AS IS** condition, and Tenant acknowledges that Landlord makes no express or implied warranty as to the condition of the Slip or Marina, or any utilities, gangways, fences, doors, locks, or any other aspect of the Marina. Tenant shall take good care of the Slip and, at the expiration or sooner termination of this Sublease, surrender and deliver the Slip to Landlord in as good condition as when received by Tenant from Landlord, reasonable use and wear excepted. Tenant shall not make any alterations, additions, modifications, or improvements in or to the Slip.

INDEMNIFICATION AND INSURANCE: Tenant shall defend and fully indemnify Landlord and The City of Pensacola and hold them harmless from and against any and all liability, damages, costs or expenses, including attorneys’ fees, arising from any breach hereof or any act, omission, or negligence of Tenant or its officers, contractors, licensees, agents, servants, employees, guests, family members, invitees, or visitors in or about the Vessel, the Slip and/or the Marina or adjacent property that is owned by the Landlord or The City of Pensacola, including, without limitation, personal injury or wrongful death or any environmental damage or environmental contamination or any damage or loss to any of the structures, docks, gangways, fences, doors, locks, or other parts of the Marina, or to the property of any other tenants or users of the Marina, or guests thereof, including damage to Landlord’s property and the Landlord’s structures, docks, piers, or other improvements occasioned by Tenant’s Vessel or other property including such damages caused by Tenant’s Vessel or property during any storm or act of God. Tenant agrees that neither The City of Pensacola nor the Landlord (including their agents and employees) shall ~~not~~ be liable to Tenant or any other party for any damages, loss of property, theft, personal injury, or death which occurs on the Vessel, the Slip, the Marina, or in the buildings, parking lots, or other part of the real property or Marina owned or operated by Landlord including such personal injury or property damages which may result from the ordinary negligence of The City of Pensacola or the Landlord (or their agents or employees)..

TENANT SHALL, THROUGHOUT THE TERM OF THIS SUBLEASE AND ANY RENEWAL THEREOF, AT ITS OWN EXPENSE, KEEP AND MAINTAIN IN FULL FORCE AND EFFECT:

- A. PROTECTION AND INDEMNITY INSURANCE INSURING AGAINST CLAIMS OF BODILY INJURY, DEATH, PROPERTY DAMAGE, INCLUDING DAMAGE TO LANDLORD'S PROPERTY AND THE LANDLORD'S STRUCTURES, DOCKS, PIERS, OR OTHER IMPROVEMENTS OCCASIONED BY TENANT'S VESSEL OR OTHER PROPERTY INCLUDING SUCH DAMAGES CAUSED BY TENANT'S VESSEL OR PROPERTY DURING ANY STORM OR ACT OF GOD OR OTHER LOSS, IN A COVERAGE AMOUNT OF NOT LESS THAN \$300,000;
- B. HULL INSURANCE COVERING THE VESSEL FOR ITS FULL INSURABLE VALUE. ALL INSURANCE POLICIES REQUIRED UNDER THIS SECTION 16 SHALL BE WITH COMPANIES AUTHORIZED TO DO BUSINESS IN FLORIDA AND REASONABLY APPROVED BY LANDLORD; AND
- C. EACH POLICY OR BOND SHALL LIST LANDLORD AND THE CITY OF PENSACOLA AS ADDITIONAL INSURED AND PROVIDE THAT IT IS NOT SUBJECT TO CANCELLATION OR REDUCTION IN COVERAGE EXCEPT AFTER THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE TO LANDLORD. TENANT SHALL DELIVER TO LANDLORD, PRIOR TO THE DATE OF COMMENCEMENT OF THIS SUBLEASE AND FROM TIME TO TIME THEREAFTER UPON DEMAND FROM LANDLORD, CERTIFICATES EVIDENCING THE EXISTENCE OF INSURANCE AND BOND IN COMPLIANCE WITH THIS SECTION.

WAIVER OF TRIAL BY JURY: TENANT HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY TENANT AGAINST THE LANDLORD OR THE CITY OF PENSACOLA PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR TENANT'S USE AND OCCUPANCY OF THE SLIP OR MARINA.

6. Guaranty. The Lease as amended hereby is contingent upon MMC's simultaneous delivery to the City of that certain Limited Guaranty attached hereto as Exhibit 2 ("**Guaranty**") duly executed by Ray Russenberger ("**Russenberger**"). Upon request by the City, MMC shall deliver to the City within thirty (30) days of such request proof acceptable to the City confirming that Russenberger holds undivided interest in unencumbered liquid assets sufficient to secure the amount of the Guaranty at the time of the request. In the event of Russenberger's death, MMC shall cause to be executed and delivered to the City within 45 days a new Guaranty from a

reasonably equivalent guarantor with demonstrated unencumbered liquid assets sufficient to satisfy the obligations contained in the Guaranty or provide such other alternative security as may be approved by the City, in its reasonable discretion. MMC's forgoing obligation to obtain and deliver a new Guaranty to the City shall similarly apply in the event of the death of any subsequent guarantor. MMC's failure to timely comply with the foregoing obligations shall be an event of default under the Lease and shall entitle the City to immediately pursue its default remedies under Article XX of the Lease.

7. Breakwater Modification. MMC may, but shall not be obligated to, construct and install mutually agreeable improvements upon the Subject Property adjacent to the Breakwater for the sole purpose of increasing the wave-attenuation effectiveness of the Breakwater (“**Breakwater Modification**”). Notwithstanding the foregoing, MMC shall not commence construction or installation of any such Breakwater Modification without the prior written approval of the City following submission of detailed design plans, construction plans, contractor name(s) and qualifications, and such other documentation as the City may require, with the City's approval not to be unreasonably withheld. MMC shall be responsible for all costs and expenses associated with the Breakwater Modification, including, without limitation, the expense of obtaining the necessary approvals and permits as well as all design and construction expenses. Upon completion of the Breakwater Modification MMC will, at its sole expense, be responsible to repair, maintain, and replace the Breakwater Modification throughout the remaining term of the Lease as otherwise provided in the Lease, including, without limitation, Articles XI and XXI. With regard to the construction and installation of the Breakwater Modification (the “**Breakwater Work**”), MMC agrees to comply with the following covenants and requirements:

a. In the event MMC elects to commence the Breakwater Work, it shall diligently and continuously work to complete the Breakwater Modification, subject to delays due to acts of God, weather events, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials, or acts of public authorities, and other causes which causes are beyond its control (noting, however, fluctuation in prices of materials, goods, services or labor shall not be a justified cause for delay).

b. MMC shall use only materials of good quality, which shall be new (unless agreed otherwise), in the Breakwater Work. All Breakwater Work shall be done in a good and workmanlike manner and in accordance with all applicable law. MMC shall obtain contractors' warranties of at least one year duration from the completion of the Breakwater Work against defects in workmanship and materials on all work performed and equipment installed in the Leased Premises as part of the Breakwater Work.

c. MMC shall coordinate all its on-site work with the City such that the Breakwater Work does not unreasonably interfere with or impair public access to and use of the South Palafox Street marina basin or the Breakwater; provided, however, that the City shall work with MMC to allow reasonable access to the walkway portion of the breakwater in order for MMC to perform Breakwater Work-.

d. Prior to commencement of any Breakwater Work, MMC shall post or cause to be posted a construction bond reasonably suitable for the City. Such construction bond shall be in an amount to cover all costs of the construction of the Breakwater Modification and shall remain in place until completion of the Breakwater Modification.

e. In addition to any insurance which may otherwise be required under the Lease, MMC shall secure, pay for and maintain or cause MMC's contractors to secure, pay for and

maintain during the continuance of the Breakwater Work, insurance in the following minimum coverages and the following minimum limits of liability, and shall deliver evidence of the same to the City prior to commencement of any Breakwater Work:

- i. Worker's compensation and employer's liability Insurance with limits of not less than \$1,000,000.00 each person – accident, \$1,000,000 each person – disease, \$1,000,000 aggregate - disease, or such higher amounts as may be required from time to time by any employee benefit acts or other statutes applicable where the Breakwater Work is to be performed, and in any event sufficient to protect MMC's contractors from liability under the aforementioned acts. Coverage must be provided for United States Longshore and Harbor Workers Compensation Act (USL&H).
- ii. Comprehensive general liability insurance (including contractors' protective liability) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00, and with umbrella coverage with limits not less than \$5,000,000.00. Such insurance shall provide for broad form blanket contractual liability coverage and shall insure MMC's contractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others and arising from its operations under the contracts whether such operations are performed by MMC's contractors or by anyone directly or indirectly employed by any of them.

- iii. Marine Liability (Protection and Indemnity) in an amount not less than \$1,000,000.00 per occurrence, whether involving bodily injury liability (or death resulting therefrom) or property damage liability or a combination thereof with a minimum aggregate limit of \$1,000,000.00.
- iv. All policies (except the worker's compensation policy) shall be endorsed to include the City as an additional insured. Any waiver of subrogation provisions otherwise contained in the Lease shall apply to all insurance policies (except the worker's compensation policy) to be obtained by MMC or its contractors pursuant to this paragraph. The insurance policy endorsements shall also provide that all additional insured parties shall be given thirty (30) days' prior written notice of any reduction, cancellation or non-renewal of coverage (except that ten (10) days' notice shall be sufficient in the case of cancellation for nonpayment of premium) and shall provide that the insurance coverage afforded to the additional insured parties thereunder shall be primary to any insurance carried independently by said additional insured parties.

f. Without limitation of the indemnification provisions otherwise contained in the Lease, to the fullest extent permitted by law MMC agrees to indemnify, protect, defend and hold harmless the City from and against all claims, liabilities, losses, damages and expenses of whatever nature arising out of or in connection with the Breakwater Work or the Breakwater Modification, including, without limitation, mechanics' liens, bodily injury to persons or damage to the property of the City, its employees, agents, invitees, licensees or others. It is understood and agreed that the foregoing indemnity shall be in addition to the insurance requirements set forth above and shall

not be in discharge of or in substitution for same or any other indemnity or insurance provision of the Lease.

The City shall cooperate with MMC to the extent necessary to obtain such approvals and permits as reasonably necessary to enable MMC to carry out any approved design and construction of the Breakwater Modification, but shall not be required to incur any out-of-pocket expense in so doing. Nothing in the foregoing sentence shall be construed to be an explicit or implicit approval of any kind in relation to the Breakwater Modification.

8. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

9. Except as expressly amended hereby, the terms of the Lease remain unchanged and in full force and effect.

[A separate signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Sixth Amendment to the South Palafox Lease Agreement effective the first date written above.

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

By: _____
D.C. Reeves, Mayor

Date: _____

ATTEST:

By: _____
Ericka Burnett, City Clerk

Approved as to form:

Adam C. Cobb, City Attorney

MARINA MANAGEMENT CORP., a Florida corporation

By: _____

Its: _____

Date: _____

EXHIBIT 1 TO THE
SIXTH AMENDMENT TO SOUTH PALAFOX MARINA LEASE AGREEMENT

INSURANCE AND INDEMNIFICATION

The Lessee shall procure and maintain insurance of the types and to the limits specified at all times during the term of this lease.

The term Lessor as used in this section of the Lease Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The parties understand and agree that the minimum required limits of liability insurance and types of insurance coverages set forth herein may become inadequate during the term of this Lease, and Lessee agrees that such required limits of liability insurance and types of insurance may be increased by five percent (5%) per year for each annual anniversary of this Lease. Lessor must give Lessee at least ninety (90) days written notice of such change. After such notice is received by Lessee, evidence of compliance with such increased limits of liability will be provided to the Lessor by transmittal of a certificate of insurance of the type described in the Lease, or otherwise acceptable to the Lessor. The right to increase the required limits of liability shall be cumulative, not to exceed 5% per occurrence for each year of the Lease which has expired. That is to say that, if the Lessor does not require any increase at the end of the years one, two and three of the Lease, at the end of year four of the Lease, the Lessor shall have the right to require a twenty percent (20%) increase. Both parties agree that such right to increase the required limits and types of insurance are necessary and reasonable and that failure to comply with proper notification of such required limits and types shall be sufficient grounds for the Lessor to terminate this Lease.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the Lessor, for the Lessor's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. **WORKERS' COMPENSATION**

The Lessee shall purchase and maintain Workers' Compensation Insurance coverage for all Workers' Compensation obligations as required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person – accident, \$100,000 each person – disease, \$500,000 aggregate – disease. Coverage must be included for the Longshore and Harbor Workers' Compensation Act (LHWCA) exposures if required by law.

2. COMMERCIAL GENERAL, AUTOMOBILE, MARINA OPERATORS AND UMBRELLA LIABILITY COVERAGES

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The Lessor shall be an additional insured under the policy for the terms and conditions of this Lease. The Lessor shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability (CGL) coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, pollution, spillage, leakage, seepage and liquor liability. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific Lease, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

Marina Operators Legal Liability coverage shall be provided on a broad form coverage basis, or its equivalent.

3. CERTIFICATE OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the Lessor shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate (except Business Auto Policy) as an additional insured and this Lease shall be listed. If required by the Lessor, the Lessee shall furnish copies of the Lessee's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to as determined by the Lessor in ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the Lessor an option shall be

deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Lessee shall replace any cancelled, adversely changed, restricted or non-renewed policies with new policies acceptable to the Lessor and shall file with the Lessor Certificates of Insurance under the new policies prior to the effective date of such cancellation adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the Lessor, the Lessee shall, upon instructions of the Lessor, cease all operations under the Lease until directed by the Lessor in writing to resume operation.

4. INSURANCE OF THE LESSEE PRIMARY

The Lessee's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Lessee's coverage. The Lessee's policies of coverage will be considered primary as relates to all provisions of the Lease.

LOSS CONTROL AND SAFETY

The Lessee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Lessee shall not be deemed to be an agent of the Lessor. The Lessee shall take and extend precaution of and to all persons, including employees, and property. The Lessee shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Lessee shall hold harmless the Lessor its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, including loss or use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this Lease, presence or operations of the Lessee ~~or not~~. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE LESSOR

The Lessee agrees to pay on behalf of the Lessor, as well as provide a legal defense for the Lessor, both of which will be done only if and when requested by the Lessor, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the Lessor shall be in addition to any and all other legal remedies available to the Lessor and shall not be considered to be the Lessor's exclusive remedy.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-653

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION
GRANT - TAXIWAY A7 & A/B INTERSECTION RECONFIGURATION PH II

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Taxiway A7 and A/B Intersection Reconfiguration in the estimated amount of \$1,459,435.00 with a \$162,159.00 local match requirement for a total grant value of \$1,621,594.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff, working with the FAA Airports District Office, identified the requirement for phase II construction cost related to the reconfiguration of Taxiway A7 and A/B Intersection as an Airport safety enhancement.

In response to the application filed by Airport Staff, the FAA has offered a grant in the estimated amount of \$1,459,435. The Airport has received notification from the FAA that current year grants will have a tight deadline between the time the grant agreement is received

and when signatures are required. The FAA anticipates the release of the grant agreement for signature and is requesting an executed copy be provided within two weeks of award. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied a letter of support for this project. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA letter of support.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-019 authorizing the Mayor to coordinate with Florida Department of Transportation to change the project title, funding, scope and deliverables for FDOT grant 446645-1.

June 13, 2024 - City Council approved Resolution No. 2024-41 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 446645-1-94-01 with the Florida Department of Transportation for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration.

June 13, 2024 - City Council approved the acceptance of the Public Transportation Grant Agreement No. 446645-1-94-01 with the Florida Department of Transportation for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration for the amount of \$450,000.

September 12, 2024 - City Council approved the acceptance of an Airport Infrastructure Grant (AIG) with the Federal Aviation Administration for the Taxiway A7 & Taxiway A/B Intersection Reconfiguration in the estimated amount of \$7,922,649.

October 10, 2024 - City approved the award Bid No. 24-035 for Taxiway A7 Reconstruction at Pensacola International Airport to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder with a base bid of \$10,122,087.00 plus a 10% contingency of \$1,012,208.70 for a total of \$11,134,295.70.

FUNDING:

Budget:	\$7,922,649.00	FAA AIP Grant 3-12-0063-055-2024
	1,459,435.00	FAA AIP Grant (Pending)
	450,000.00	FDOT Grant 446645-1-94-01
	<u>1,801,719.00</u>	Airport Capital Funds
	<u>\$11,633,803.00</u>	TOTAL
Actual:	\$10,122,087.00	Taxiway A7 and A/B Intersection Construction
	1,012,209.00	Taxiway A7 and A/B Intersection Contingency
	<u>499,507.00</u>	Construction Administration
	<u>\$11,633,803.00</u>	TOTAL

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program. In anticipation of this grant, \$1,459,435.00 in federal funds for grant, were allocated in the fiscal year 2025 budget. The remaining funds were appropriated in fiscal year 2024 and carried forward via Supplemental Budget Resolution 2025-01. In total for fiscal year 2025, funding in the amount of \$9,382,084.00 has been appropriated in the Airport's federal grant account, \$450,000.00 has been appropriated in the Airport's state grant account, and \$1,801,719.00 has been appropriated in the Airport's capital improvement account.

Funds will be provided from the FAA on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. FAA Letter of Support

PRESENTATION: No

From: [Martinez, Miguel \(FAA\)](#)
To: [Laura Amentler](#)
Subject: [EXTERNAL] FY 2025 Federal Aviation Administration Grant Program
Date: Wednesday, May 14, 2025 9:08:37 AM

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Laura,

We are pleased to announce the Administrator has approved an allocation of approximately \$20,000,000, under the Fiscal Year 2025 for the following specific development at PNS:

- Construct Taxiway A7 Rehabilitation
- Design Taxiway A South
- Construct Runway 8/26 Rehabilitation

In allocating Federal funds for these projects, we considered the representations in your Joint Airport Capital Improvement Program (JACIP) for Federal Assistance with regards to your commitment of local funds and your ability to proceed promptly with the project.

This allocation is contingent upon you developing a project schedule which allows the FAA to issue a grant offer based on bids for construction projects and/or negotiated contract for professional services, by June 16, 2025. Failure to comply with the schedule may result in cancellation some, or all, of this allocation. If you have any questions or need any additional information, feel free to contact me directly.

Respectfully,

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-660

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION
GRANT – RUNWAY 8-26 REHABILITATION

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Infrastructure Grant for Runway 8-26 Rehabilitation Construction in the estimated amount of \$17,765,000 with a \$1,973,890.00 local match requirement for a total grant value of \$19,738,890. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration (FAA) to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Infrastructure Grant (AIG), are based on passenger enplanements.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIG reimbursement and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff, working with the FAA Airports District Office, identified the requirement for construction cost related to the rehabilitation of Runway 8-26 as an Airport safety enhancement.

The FAA requires applications to be submitted based on bids. Bid Number 25-029, for the rehabilitation of Runway 8-26 closes on May 21, 2025. Since bids are not readily available, the FAA has allocated funds for this project based on a pre-application filed by Airport Staff. Based

on the pre-application, the FAA has allocated \$17,765,000 towards this project. Should the bids come in higher than the amount allocated by FAA, the Airport has an additional \$1,978,632 in available FAA funding that will be requested upon submission of the grant application. The Airport received notification from the FAA that current year grants will have a tight deadline between the time the grant agreement is received and when signatures are required. The FAA anticipates the release of the grant agreement for signature and is requesting an executed copy be provided within two weeks of award. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied a letter of support for this project. Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting that City Council approve and authorize the Mayor to accept and execute this grant based on the FAA letter of support.

PRIOR ACTION:

August 18, 2022 – City Council approved Resolution 2022-078 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 420300-5, Runway 8/26 Rehabilitation Design, from \$500,000 to \$580,000.

October 13, 2022 – City Council approved Resolution 2022-096 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 420300-5-94-01 with the FDOT for the Runway 8/26 Rehabilitation Design.

October 13, 2022 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 420300-5-94-01 with the Florida Department of Transportation in the amount of \$580,000 to provide partial funding for the Runway 8/26 Rehabilitation Design.

March 31, 2023 – City Council approved Resolution 2023-017 authorizing the Mayor to coordinate with FDOT to increase the funding for FDOT grant 435717-8 from \$500,000 to \$600,000.

September 28, 2023 - City Council awarded a contract to AVCON, Inc. for professional engineering and architectural services related to the rehabilitation of Runway 8-26 Rehabilitation at the Pensacola International Airport requested through RFQ #23-029.

March 7, 2024 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation in the amount of \$600,000 to provide partial funding for the Runway 8-26 Rehabilitation Construction.

March 7, 2024 – City Council approved Supplemental Budget Resolution No. 2024-25 in the amount of \$600,000 for the Public Transportation Grant Agreement No. 435717-8-94-01 with the Florida Department of Transportation for the Runway 8-26 Rehabilitation Construction at the Airport.

FUNDING:

Budget:	\$17,765,000.00	FAA Airport Infrastructure Grant (Pending)
	600,000.00	FDOT Grant 435717-8-94-01
	<u>1,373,890.00</u>	Airport Capital Funds
	<u>\$19,738,890.00</u>	TOTAL
Actual:	<u>\$19,738,890.00</u>	Estimated Construction/Construction Administration
	<u>\$19,738,890.00</u>	TOTAL

FINANCIAL IMPACT:

Pensacola International Airport routinely request grant funding from the FAA as part of an annual work program. In anticipation of this grant, \$8,240,565.00 in federal funds were allocated in the fiscal year 2025 budget. The remaining funds were appropriated in fiscal year 2024 and carried forward via Supplemental Budget Resolution 2025-01. In total for fiscal year 2025, funding in the amount of \$17,765,000.00 has been appropriated in the Airport's federal grant account, \$600,000.00 has been appropriated in the Airport's state grant account, and \$1,373,890.00 has been appropriated in the Airport's capital improvement account.

Funds will be provided from the FAA on a reimbursable basis.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. FAA Letter of Support

PRESENTATION: No

From: [Martinez, Miguel \(FAA\)](#)
To: [Laura Amentler](#)
Subject: [EXTERNAL] FY 2025 Federal Aviation Administration Grant Program
Date: Wednesday, May 14, 2025 9:08:37 AM

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Laura,

We are pleased to announce the Administrator has approved an allocation of approximately \$20,000,000, under the Fiscal Year 2025 for the following specific development at PNS:

- Construct Taxiway A7 Rehabilitation
- Design Taxiway A South
- Construct Runway 8/26 Rehabilitation

In allocating Federal funds for these projects, we considered the representations in your Joint Airport Capital Improvement Program (JACIP) for Federal Assistance with regards to your commitment of local funds and your ability to proceed promptly with the project.

This allocation is contingent upon you developing a project schedule which allows the FAA to issue a grant offer based on bids for construction projects and/or negotiated contract for professional services, by June 16, 2025. Failure to comply with the schedule may result in cancellation some, or all, of this allocation. If you have any questions or need any additional information, feel free to contact me directly.

Respectfully,

Miguel A. Martinez
Program Manager

Orlando Airports District Office
8427 Southpark Circle, Suite 524
Orlando, Florida 32819-9058
Telephone: 407-487-7235
Fax: 407-487-7135



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-662

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF FUNDING ALLOCATION - CITY HALL LIGHTING UPGRADE PROJECT

RECOMMENDATION:

That the City Council allocate funding for the upgrading of the lights at City Hall from the Energy Improvement and Efficiency project within in the Local Option Sales Tax Fund (LOST), and authorize the Mayor to take all necessary actions to execute and administer the associated agreements, consistent with the terms of the agreements, the City's purchasing policies, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item seeks City Council approval for a lighting upgrade project at City Hall. The scope includes the replacement of approximately 640 light fixtures on the 3rd, 4th, 5th, and 6th floors of City Hall. The contract encompasses all labor, supervision, and inspection services necessary for the installation of the new lighting fixtures. Additional provisions include the removal and proper disposal of electrical waste, site cleanup, and installation of temporary lighting where required to maintain operational continuity during the project.

The lighting upgrade is intended to improve energy efficiency, reduce maintenance costs, and enhance the overall working environment for staff and visitors. Based on a 2022 lighting audit conducted on the 3rd floor and scaled for the entire project, the upgrade is projected to yield an estimated annual energy savings of \$21,489.88 and a 5-year projected savings of approximately \$107,449.41. With a total project cost of \$79,250, the simple payback period is approximately 3.7 years.

The attached energy audit provides additional detail about the projected savings and assumptions used. The project will be carried out in phases to minimize disruption to city operations.

PRIOR ACTION:

FUNDING:

Budget:	\$409,366	Energy Improvement and Efficiency Project Curr Balance
Actual:	\$79,250	City Hall Lighting Upgrade

FINANCIAL IMPACT:

A total of \$79,250 will be allocated for the City Hall Lighting Upgrade project from the LOST Energy Improvement and Efficiency Project leaving a current remaining balance of \$330,116.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Tinsella, City Administrator
Russell Sweatt, Facilities and Fleet Director
Michael Fitzpatrick, Facilities Manager

ATTACHMENTS:

1. City Hall Lighting Upgrade Quote and SoW
2. 2022 Energy Audit for one floor

PRESENTATION: No



Rexel USA, Inc. d/b/a Mayer

4085 North Pace Blvd. Pensacola FL 32505

Br #: 305500

850-434-9400

Fax: 850-434-5997

Quotation # 2248476

"Purchaser"

Date:

April 23, 2025

To: CITY OF PENSACOLA
PO BOX 12910
PP
PENSACOLA, FL 32521-0001
ACCOUNTS PAYABLE
E&I MEMBER NUMBER 908548

Ship To: Mayer - Pensacola
4085 North Pace Blvd.
Pensacola, FL 32505

Project Name:

Customer Contact: Williams, Bryan

Job: CITY HALL LIGHT UPGRADE

Mayer Contact: Miller, Mikey

Internet: www.mayerelectric.com

Quantities may be limited to normally purchased amounts through stock. Mayer reserves the right to void quotation for purchase quantities that exceed current shelf stock at time of shipment. Direct Shipment Quotes are valid based on terms provided by manufacturer.

QUOTATION VOID AFTER DATE: May 01, 2025

PIPE AND WIRE QUOTE VOID AFTER: April 25, 2025

Line	Quantity	Item Number	Description	Type	Price	Per	Total
1	640	2X4 FLAT PANEL	FLAT PANEL 2X4 LED SELECTABLE			EA	
2	1	TOTAL COST 3RD FLOOR				EA	
3	1	TOTAL COST 4TH FLOOR				EA	
4	1	TOTAL COST 5TH FLOOR				EA	
5	1	TOTAL COST 6TH FLOOR				EA	
6	1	TOTAL PRICE			79,250.0000	EA	79,250.00
			Scope of Work: Supply labor and lights - installed approximately 160 lights per floor. (640 Total) on floors 3-6 at Pensacola City Hall.				
			Inclusions: Supervision and inspection Site cleanup of electrical waste. Nights and weekend work as necessary. Disposal of all old light fixtures. Temp lighting as needed.				
			Exclusions: Any item not listed above				

Freight Terms: FOB Shipping Point

Quotation Total:

79,250.00

Freight Terms:

Prepaid & Allowed:

N

Prepaid & Charged:

N

Spare Parts Included:

N

Prices are subject to change at any time prior to shipment unless agreed to otherwise in writing signed by an authorized Seller representative. Orders related to this quotation must be received, accepted and released by Seller within 48 hours of issuance of the quotation and are subject to availability. Seller reserves the right to pass through any changes in delivery date, price, scope and quantity of supply arising from actions of Seller's manufacturing partners or vendors and/or resulting from any Force Majeure event including any imposition of new or additional tariffs that occurs after the issuance of the quotation. Delivery dates are estimated only. Seller shall not be liable for failure to meet such dates resulting from product shortages or manufacturing delays. Be advised that Seller considers any changes imposed by its manufacturing partners and other vendors or government agencies outside of Seller's reasonable control and therefore subject to Force Majeure provisions or similar common law doctrines such as "frustration" or "impossibility".

Seller's Standard Terms and Conditions of Sale are incorporated by reference into this quotation. A copy of the most current version of Seller's Standard Terms and Conditions of Sale is available at <https://www.rexelusainc.com/terms/terms.html>

Full phone support at (888) 739-3577

Mayer Contact: 106762

Mikey Miller

ACCEPTANCE

Date:

Rexel USA, Inc. d/b/a Mayer

email: mrmiller@mayerelectric.com

The Mathes Group

ELECTRICAL • LIGHTING • ENERGY SOLUTIONS

6 W 41st Lane Pensacola, FL 32505
(850) 432-4161
www.mathesgroup.com

Date: 8/26/2022

To: 0
CITY OF PENSACOLA
0
-
0

Job: 3RD FLOOR CITY HALL

Energy Audit

Mathes Group - Energy Solutions Team

Jimmy Boyett Jboyett@MathesElectric.com
(850) 432 4161

PRODUCT COMPARISON		Location:	3RD FLOOR 2X4 30FC
<u>Existing Product</u>		<u>Proposed Replacement</u>	
3LAMP F32		2X4 FLAT PANEL 30FC	
Item #	8	Item #	8
Wattage	90	Wattage	39
Quantity	68	Quantity	21
Hours on per day	12.0	Hours on per day	12.0
Days on per week	6	Days on per week	6
Weeks on per year	52	Weeks on per year	52
Total per year	3744 Hours	Total per year	3744 Hours
Total KW	6.1	Total KW	0.8
Total KWH	22,913	Total KWH	3,058
Utility Rate	\$0.115	Utility Rate	\$0.115
Annual Electrical Cost	\$2,635.03	Annual Electrical Cost	\$351.72
<u>BENEFIT SUMMARY FIRST YEAR</u>			
Estimated Annual Electrical Power Savings		(\$2,283.30)	
Estimated Lamp/Labor Savings		\$0.00	
Total Estimated Savings First Year		(\$2,283.30)	
Total Product Price		\$2,751.00	21 @ 131
		\$2,751.00	
Projected First Year Out of Pocket		\$467.70	
Payback in Years		1.20	
		5 Year Projected Savings \$8,665.51	
<u>THERMAL SUMMARY FOR INFORMATION</u>			
BTU Consumption @		3.41	per Watt
Current Annual Consumption:		78,134,284.80	
Proposed Annual Consumption:		10,429,394.98	
Estimated Annual BTU Savings:		67,704,889.82	
<u>Services...</u>			
We are your full service Electrical Supplier and one stop shop for saving energy. Mathes Electric has been in business since 1972. With over 5 million dollars in inventory throughout 4 locations, we strive to have what you need when you need it. We service Commercial, Residential, Industrial, Municipal, Hospitality, Healthcare and Schools for both local and national markets			
<u>Products...</u>			
Indoor LED Fixtures ~ Outdoor LED Fixtures ~ Parking Lot LED Fixtures ~ Parking Garage LED Fixtures Replacement LED Lamps for Fluorescent ~ Replacement LED Lamps for Incandescent T8 Fluorescent Indoor Fixtures ~ T5 Fluorescent Indoor Fixtures ~ Fluorescent Warehouse Fixtures Wall Switch Sensors ~ Line Voltage Sensors ~ Low Voltage Sensors ~ Daylight Controllers Indoor Photocells ~ Outdoor Photocells			

All documents and information contained within this Proposal are the Property of The Mathes Group. The information and documents, printed or electronic, are only to be used by our Client to evaluate our Proposal and not to be shared with anyone outside of our Client's organization.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-717

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - 100 NORTH F STREET

RECOMMENDATION:

That City Council approve the disposition of real property located at 100 North F Street (Parcel Ref. No. 000S009080161022) via sale to Brian and Milly McGee for \$9,900 plus appropriate closing costs. Also, that City Council authorize the Mayor to take actions necessary to execute and administer this agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels

The real property located at 100 North F Street is 0.0365 acres (40 ft by 40 ft) and zoned R-1A. The parcel contains a decommissioned natural gas regulator, out of service since the completion of Pensacola Energy's cast-iron system replacement project in 2019. City Council approved the surplus and disposition of the property via direct negotiation with adjacent property owners in September 2022.

The adjacent property owner at 1122 West Chase Street, Brian McGee, contacted staff in February 2025, inquiring about acquiring the small lot, as it is essentially a carveout of his backyard. After receiving confirmation that the only other adjacent property owner at 110 North F Street was not interested in acquiring the lot, staff proceeded with determining a price. Housing and CRA staff also evaluated the lot, determining its unsuitability for a tiny home, but confirmed the new owner could construct an ADU (accessory dwelling unit). Due to its small size and low assessed value, staff obtained a broker opinion of value (BOV) from NAI Pensacola. The negotiated amount of \$9,900 is within the range established by the BOV. Based on the price, the benefits to the City from the addition of this parcel to the tax roll, and the release of liability and maintenance associated with this obsolete parcel, staff determined the price to be fair.

PRIOR ACTION:

September 22, 2022 - Council approved the surplus and disposition via direct negotiation to adjacent property owners of 100 North F Street

FUNDING:

N/A

FINANCIAL IMPACT:

Proceeds from the sale will go into the Pensacola Energy Gas Fund, per the prior action as the real property is their enterprise's asset.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/28/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Darryl Singleton, Pensacola Energy Director
Deana Stallworth, Property Lease Manager

ATTACHMENTS:

1. BOV Comparable Sales Approach Report
2. ESCPA Parcel Info
3. Council Action -Disposition of 100 N F St - 09/29/2022

PRESENTATION: No

B.O.V - Comparable Sales Approach (Sale)

PREPARED FOR: **City of Pensacola**
Attn: Deana Stallworth

Address: 100 North 'F' Street Pensacola, FL. 32502



Subject Property Information

Tax Map Parcel ID # (PIN):	000S009080161022	Type of Construction:	NA
Taxing Jurisdiction:	City	Est. Bldg. Gross SF:	NA
Assessed Value, Land+Bldg	\$7,155	Site Acreage:	0.0365
Intended Use:	Other	Building Condition:	VACANT LAND
Premises Type:	Other	# Drive-Thru Lanes:	NA
Est. Actual/Effective Age:	NA	On-Site Parking (#spaces):	NA
Comments (below):	explain strengths, weaknesses, zoning and use restrictions, etc.		

The property is located off of Chase St. in a residential corridor. The property is surrounded by residential and is provided appropriate zoning, R-1A (Residential). The building is positioned on a .0365 AC parcel and encompasses a small annex building. The site is fully fenced in for security purposes. Highest and best use for this parcel would be to sell to existing neighbor for extension of existing property.

Comps:

	COMP A	COMP B	COMP C
			
Address:	1000 BLK W Jackson St. Pensacola, Florida 32502	1711 W Gadsden St. Pensacola, Florida 32502	600 BLK W Wright St. Pensacola, Florida 32502
Property Description:	Vacant Residential	Vacant Residential	Vacant Residential
Size (SF):	6,455.59 SF	7,631.71 SF	4,586.87 SF
Site Acreage:	.1482 AC	.1752 AC	.1053 AC
Sale Price	\$45,000	\$40,000	\$35,000
Sale Price/SF	\$6.97/SF	\$5.24/SF	\$7.63/SF
Transaction Date:	5/22/2024	5/2/2024	6/20/2024
Distance from Subject:	.5 Miles	.5 Miles	.6 Miles
Subject Value	\$11,083.00	\$8,333.33	\$12,132.00
Comments (below):	provide add'l detail on above comps (e.g. comparisons to subject property)		

The approach to value used is the Comparable Sales Approach. Evaluating the property based upon recent sales for like-type properties will dictate the market value of the subject property. The comparable sales that were used for this property are properties within a .6 mile radius of the subject property. Following this approach, we find the value to be in the range of **\$8,333.33 to \$12,132.00.**

BOV (Sale) As-is, Where-is, As-of this Date

DATE OF BOV :	4/29/2025	High BOV:	\$12,132
Est. Market Time (range):	6-9 Months	Low BOV:	\$8,333

PREPARER INFORMATION

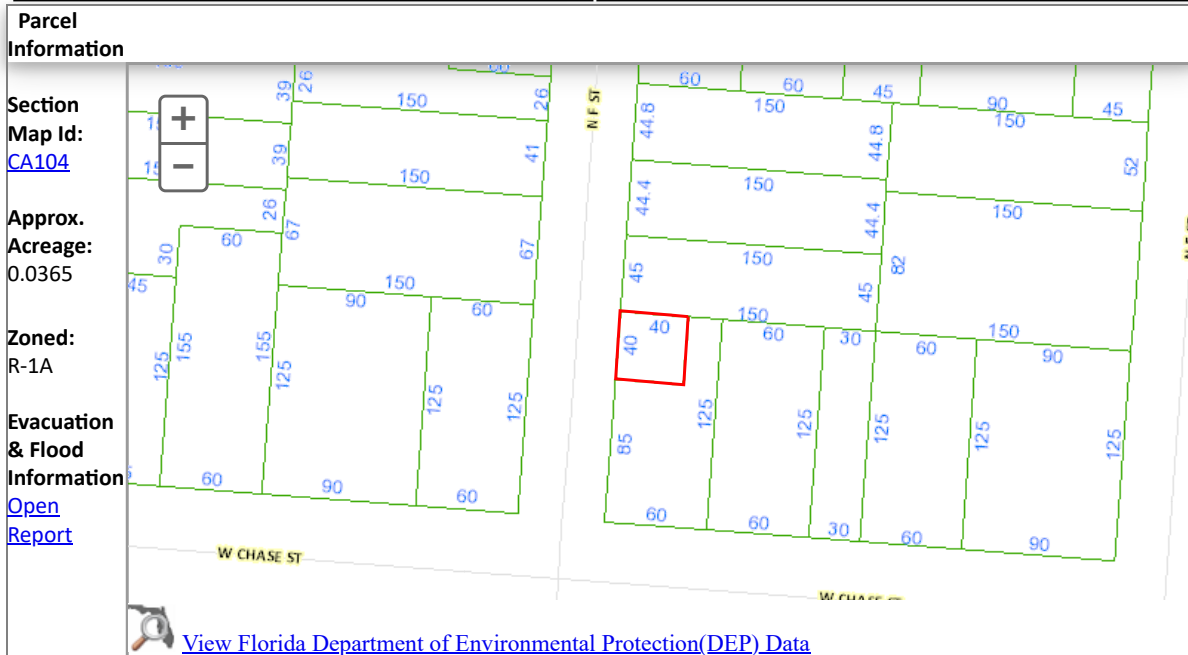
Prepared By:	Cam Cauley	
Company Name:	NAI Pensacola	
Email:	ccauley@naipensacola.com	Date Prepared: 4/29/2025

THIS IS A BROKER OPINION OF VALUE OR A COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. This is an opinion of value or a comparative market analysis and should not be considered an appraisal. This broker opinion of value is based upon information obtained from the client and/or others and is for their use. While we do not doubt its accuracy, We have not verified the information and make no guarantee, warranty or representation about it. It is the responsibility of the recipient of this information to independently confirm its accuracy and completeness. This information should not be relied upon without a careful and independent investigation.

[Restore Full Version](#)

General Information						
Parcel ID:	000S009080161022					
Account:	152527000					
Owners:	PENSACOLA CITY OF					
Mail:	PO BOX 12910 PENSACOLA, FL 32521					
Situs:	100 N F ST 32502					
Use Code:	VACANT RESIDENTIAL					
Taxing Authority:	PENSACOLA CITY LIMITS					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						
Sales Data						
Sale Date	Book	Page	Value	Type	Official Records (New Window)	
None						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						

Assessments				
Year	Land	Imprv	Total	Cap Val
2022	\$7,155	\$0	\$7,155	\$7,155
2021	\$7,155	\$0	\$7,155	\$6,646
2020	\$6,042	\$0	\$6,042	\$6,042
Disclaimer				
Market Value Breakdown Letter				
Tax Estimator				
File for New Homestead Exemption Online				
2022 Certified Roll Exemptions				
MUNICIPAL OWNED				
Legal Description				
N 40 FT OF LT 16 AND OF W 10 FT OF LT 17 BLK 22 MAXENT TRACT CA 104				
Extra Features				
None				



Buildings
Images
None

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.



Legislation Details (With Text)

File #: 22-00929 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 9/9/2022 **In control:** City Council
On agenda: 9/29/2022 **Final action:** 9/29/2022
Enactment date: **Enactment #:**
Title: DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 100 NORTH "F" STREET
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:
Attachments: 1. Parcel Info fr ESCPA - 100 N F St.pdf

Date	Ver.	Action By	Action	Result
9/29/2022	1	City Council	Approved	Pass
9/26/2022	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION OF REAL PROPERTY - 100 NORTH "F" STREET

RECOMMENDATION:

That City Council declare the real property located at 100 North "F" Street (Parcel Ref. No. 000S009080161022) as surplus, authorize the Mayor to dispose of the property via direct negotiation or sale to adjacent homeowner(s), and authorize the Mayor to execute documents related to this authorized disposition of the property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 North "F" Street is approximately 0.0365 acres measuring 40' by 40' and zoned R-1A. The parcel is in a residential area and previously held a low-pressure natural gas regulator station. With the completion of Pensacola Energy's three-year cast iron system replacement project, the parcel is no longer necessary for their purposes.

The parcel was reviewed for use by the Attainable Infill Housing Program but was determined to be of

insufficient size and shape for use without the purchase of additional adjacent property. Without the additional property, method of disposition was determined best as sale to the adjacent property owner, either one or both. City departments were also polled in August to determine if the property was needed for some other purpose, but none were identified.

Due to the small size and location of the parcel, an appraisal has not been obtained at this time. Notices of this pending surplus and disposition item were mailed out on September 12, 2022, to property owners within a 300-ft radius of the parcel.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, net proceeds from the sale will go into their enterprise fund, Gas Utility Fund. Also, City revenue will be nominally increased by the addition of this parcel to the tax roll.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

9/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator
Don Suarez, Pensacola Energy Director
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Parcel Information from Escambia County Property Appraiser

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-726

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 7-25 - AMENDMENT TO CITY CODE SECTION 4-3-97 - FEES AND SURCHARGES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 7-25 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The City of Pensacola currently collects residential garbage 2 days a week for customers with no option for curbside recycling due to past contamination rates in the loads. The attached Ordinance will decrease the rate for garbage collection to \$24.99, and operationally the City will decrease the number of collection days to 1 day a week. This Ordinance also establishes a rate for recycling of \$32.99 per month. Customers will have the option to opt-in to a curbside recycling collection once a week. Additionally, other rates will be established or amended as follows:

Residential:

- Setting of out-year automatic increases to the monthly collection rate through FY27 for both trash and recycling as follows:

- o \$1.77 effective Oct. 1, 2026
- o \$0.79 effective Oct. 1, 2027

Commercial:

- Effective July 1, 2025, the monthly garbage collection rate will be \$49.98 per month.
- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:

- o \$3.54 effective Oct. 1, 2026
- o \$1.58 effective Oct. 1, 2027

Residential Recycling:

- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:

- o \$1.77 effective Oct. 1, 2026
- o \$0.79 effective Oct. 1, 2027

Commercial Recycling:

- Effective July 1, 2025, the monthly collection rate will be \$65.98 per month.
- Setting of out-year automatic increases to the monthly collection rate through FY27 as follows:

- o \$3.54 effective Oct. 1, 2026
- o \$1.58 effective Oct. 1, 2027

Additional Residential Container:

- Effective July 1, 2025, the monthly fee for the first additional container shall be the difference between the residential trash collection fee and the residential recycling collection fee. Additional garbage and trash container(s) may be obtained at a monthly fee of \$24.99 each.

Additional Commercial Container:

- Effective July 1, 2025, the monthly fee for the first additional container shall be the difference between the residential trash collection fee and the residential recycling collection fee. Additional garbage and trash container(s) may be obtained at a monthly fee of \$24.99 each.

PRIOR ACTION:

May 22, 2025 – City Council voted to approve Proposed Ordinance No. 7-25 on first reading.

September 15, 2022 - City Council adopted Ordinance No. 25-22 adjusting the monthly sanitation equipment surcharge to \$4.12 and the sanitation collection fee to \$27.44.

September 9, 2021 – City Council adopted Ordinance No. 28-21 adjusting the monthly sanitation equipment surcharge to \$3.12 and the sanitation collection fee to \$26.15.

September 10, 2020 – City Council adopted Ordinance No. 41-20 adjusting the monthly

sanitation equipment surcharge to \$3.04 and the sanitation collection fee to \$25.11.

September 26, 2019 – City Council adopted Ordinance No. 22-19 adjusting the monthly sanitation equipment surcharge to \$2.04 and the sanitation collection fee to \$24.64.

September 13, 2018 – City Council adopted Ordinance No. 13-18 adjusting the monthly sanitation equipment surcharge to \$2.00.

FUNDING:

Category	Currently Being Charged	What It Should Be Based on Ordinance on 10/1/25	Proposed	Proposed 10/1/26	Proposed 10/1/27
Residential	\$27.44	\$31.47	\$24.99	\$26.76	\$27.55
Commercial	\$27.44	\$31.47	\$49.98	\$53.52	\$55.10
Recycling	\$0.00	\$0.00	\$32.99	\$34.76	\$35.55
Commercial Recycling	\$0.00	\$0.00	\$65.98	\$69.52	\$71.10
Additional Can	\$54.88	\$62.94	\$32.99	\$34.76	\$35.55
Commercial Additional Can	\$54.88	\$62.94	\$65.98	\$69.52	\$71.10
Capital Equipment	\$4.12	\$5.12	\$5.12	\$5.12	\$5.12
Surcharge					
Fuel Surcharge *	\$2.00	\$2.00			

* The Fuel Surcharge varies with the price of fuel.

FINANCIAL IMPACT:

Approval of the proposed ordinance is projected to generate \$655,375.83 more than in FY 2024, provided 40% of the customers participate in the recycling option. While this is less than what was expended in FY 2024, the Mayor will present a balanced budget at this level for the FY 2025 Budget.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

4/8/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
 Amy Miller, Deputy City Administrator
 Darryl Singleton, Pensacola Energy and Sanitation Services Director
 Amy Lovoy, Finance Director

ATTACHMENTS:

1. Proposed Ordinance No. 7-25

2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 7-25

ORDINANCE NO. __

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for solid waste, or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service(*)*: \$20.00.
- (2) *Residential garbage and trash collection fee, per month*: ~~\$27.44~~ \$24.99 effective July 1, ~~2022~~ 2025. Additionally, out-year automatic increases to the monthly collection rate through ~~Oct. October 1, 2026~~ 2027 as follows: ~~\$1.11 effective Oct. 1, 2023; \$1.15 effective Oct. 1, 2024; \$1.77 effective Oct. October 1, 2025~~ \$0.79 effective Oct. October 1, 2026 2027. Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) *Commercial garbage and trash collection fee, per month*: \$49.98 effective July 1, 2025. Additionally, out-year automatic increases to monthly collection rate through October 1, 2027 as follows: \$3.54 effective October 1, 2026; \$1.58 effective October 1, 2027. Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or

similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

- (4) Residential recycling collection fee, per month: \$32.99 effective July 1, 2025. Additionally, out-year automatic increases to monthly collection rate through October 1, 2027 as follows: \$1.77 effective October 1, 2026; \$0.79 effective October 1, 2027. Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (5) Commercial recycling collection fee, per month: \$65.98 effective July 1, 2025. Additionally, out-year automatic increases to monthly collection rate through October 1, 2027 as follows: \$3.54 effective October 1, 2026; \$1.58 effective October 1, 2027. Further adjustments, upon approval of council, will be implemented each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (6) Additional residential container fee, per month: Any residential customer can request additional garbage and trash container(s). The monthly fee for the first additional container shall be the difference between the residential trash collection fee and the residential recycling collection fee. Further additional garbage and trash container(s) may be obtained at a monthly fee of \$24.99 each.
- (7) Additional commercial container fee, per month: Any commercial customer can request additional garbage and trash container(s). The monthly fee for the first additional container shall be the difference between the commercial trash collection fee and the commercial recycling collection fee. Further additional garbage and trash container(s) may be obtained at a monthly fee of \$24.99 each.
- (3)(8) Premium service: The fee for Premium Service surcharge of \$20.00 shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of garbage carts containers, dumping, and returning carts containers to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).
- (4)(9) Provided, however, the monthly fee for garbage, and trash collection for the dwelling of an eligible household, occupied by a person 65 years of age or older, under the low-income home energy assistance program pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance

payments program pursuant to 42 U.S.C., Section 1437(f), shall be reduced by \$1.00 per month commencing October 1, 1989, and by an additional \$1.00 per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

~~(5)~~(10) *Sanitation equipment surcharge:* \$4.12 per month effective ~~Oct.~~ October 1, 2022, with an additional increase of \$1.00 effective ~~Oct.~~ October 1, 2023, bringing the Sanitation Equipment Surcharge to \$5.12. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.

~~(6)~~(11) *Vehicle fuel and lubricant pass-through surcharge:* \$1.30 per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.

~~(7)~~(12) *Tire removal:* A surcharge of \$3.00 per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than 12 inches in size are collected.

~~(8)~~(13) *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be \$15.00 for the first three minutes and \$5.00 for each additional three minutes up to 21 minutes after which time a disposal fee will be added.

~~(9)~~(14) *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be \$35.00 for the first three minutes and \$10.00 for each additional three minutes up to 21 minutes after which time a disposal fee will be added.

~~(10)~~(15) Deposits in an amount up to a total of the highest two months bills for service within the previous 12 months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

(11)(16) A late charge equal to one and one-half percent per month of the unpaid previous balance.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City of Pensacola owns and operates the residential sanitation collection enterprise. Trash is currently picked up twice a week. This operation is funded almost exclusively from fees charged to the customers of the enterprise. Currently, there are fees for trash pickup, a capital equipment surcharge, and an optional fee for premium service. This proposed ordinance decreases the rate for residential trash pickup, increases the rate for commercial customers and includes an optional rate for recycling pickup for both residential and commercial customers of the system. Trash pickup will decrease to once a week with the option to add an additional recycling route.

These fees are necessary to fund the system. The system serves the public purpose of providing trash pickup to properties in the City which enhances the public health of the citizens by preventing the spread of trash and vermin.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

There are approximately 908 commercial customers of the system. Their rates will increase from \$29.70 to \$49.98 per month; however, service will decrease from twice a week to once a week. Commercial customers will have the option to choose to pay for an additional recycling service that will pick up recycling once a week. The recycling plus trash service will be \$65.98 monthly

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

Residential rates will decrease from \$29.70 to \$24.99 monthly for once-a-week trash pickup. Residential customers will have the option to add an additional recycling route for \$32.99 per month. Commercial customers fees will change as shown above.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

Overall revenues will increase from \$6,900,000 to \$7,600,000.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

908.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above.) For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

N/A



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-721

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF CONTRACT - EMERALD COAST UTILITIES AUTHORITY (ECUA) - RFP NO. 25-007 - MATERIALS RECOVERY FACILITY

RECOMMENDATION:

That City Council award a contract for RFP No. 25-007 to Emerald Coast Utilities Authority (ECUA) for a \$115 base tipping fee per ton of recycled materials brought to their materials recovery facility which will be reduced by 85% of the value of City recyclables sold by ECUA.

Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer the contract, consistent with the terms of the contract and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The City conducted RFP #25-007 searching for a materials recovery facility that could process residential recycling collected by the City. There were two respondents to this RFP as follows:

- Emerald Coast Utilities Authority (ECUA)
- Waste Management

The City's selection committee recommends an award to ECUA. This facility will be responsible for processing all the City's collected recyclables.

ECUA will provide the City a report by 12:00 PM every Monday detailing the breakdown of recyclables (type, tonnage, contamination levels) processed the previous week for the first three (3) months. Thereafter, the Contractor shall submit monthly reports by the tenth (10th) of the following month. Also, if ECUA fails to process materials for more than five consecutive workdays, for any reason other than a force majeure instance, the ECUA will arrange to transport all materials to an alternative recycling facility at its own cost.

PRIOR ACTION:

May 22, 2025 - Council approved on first reading Proposed Ordinance No. 7-25 setting the fees and charges for the recycling and trash collection in the City limits.

FUNDING:

All charges for this contract will be paid by the fees charged to the customers of the City for recycling pickups.

FINANCIAL IMPACT:

The base tipping fee for City recyclables will be \$115 per ton. ECUA estimates processing 108 tons of City recyclables a month with an estimated blended resale value of \$92.66 per ton. Under the contract, the City will receive 85% of the sale of these recyclables which would equal \$78.76 per ton. ECUA estimates the net tipping fee would therefore be \$36.24. The sale of recyclable varies from month to month, so the City's net tipping fee will also vary from month to month.

If the contamination rate of a load exceeds 20%, ECUA will not process the load and will send the load to the landfill and charge the City \$65 for that load in addition to the \$115 base tipping fee.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

5/28/2025

STAFF CONTACT:

Tim Kinsella, City Administrator
Amy Lovoy, Finance Director
Darryl Singleton, Pensacola Energy & Sanitation Director

ATTACHMENTS:

1. Materials Recovery Facility Contract with ECUA

PRESENTATION: No

**CONTRACT BETWEEN CITY OF PENSACOLA AND
EMERALD COAST UTILITIES AUTHORITY
BASED UPON REQUEST FOR PROPOSALS #25-007**

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") is made and entered into as of this ____ day of _____, **20**____, by and between the City of Pensacola, a municipal corporation, whose address is 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City"), and Emerald Coast Utilities Authority, an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (hereinafter referred to as "Contractor") (City and Contractor hereinafter collectively referred to as the "Parties").

WHEREAS, The City solicited for Request for Proposal #25-007, on _____ ("RFP"), for single stream recycling facilities, as modified by any addendum to the RFP ("Addenda"), attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the "RFP Documents"); and

WHEREAS, in response to the RFP Documents, the Contractor submitted to the City a proposal dated December 11, 2024, attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, Contractor has a Municipal Recycling Facility (MRF), and the City determined that the proposal submitted by Contractor was responsive to the RFP; and

WHEREAS, the City has awarded this Contract to the Contractor; and

WHEREAS, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

WHEREAS, the Parties desire to enter into this Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Services

The Contractor shall:

2.1 Accept, process, and market all recyclable materials delivered by the City or its designated haulers, including but not limited to:

- Paper (newspaper, magazines, office paper, cardboard, and paperboard)

- Plastics (#1 PET, #2 HDPE, #5 Polypropylene and other designated plastic containers)
- Metals (aluminum cans, steel cans, and tin containers)
- Glass (clear, green, and brown glass bottles and jars)
- Mixed rigid plastics (as approved by the facility)

2.2 Provide sorting, baling, and transportation of recyclable commodities to end markets.

2.3 Maintain compliance with all local, state, and federal environmental laws and regulations.

2.4 Ensure that contamination levels in outbound materials do not exceed acceptable industry standards.

2.5 Provide regular reports on material processing, contamination rates, and market revenues.

Section 3. Term and Renewal

3.1 The initial term of this Agreement shall be for five (5) years, commencing on the date first written above.

3.2 The Agreement may be renewed for up to two (2) additional five-year terms only upon mutual agreement of the Parties.

Section 4. Payment Terms

The Contractor agrees to perform all work and services contained in this contract and the attached proposal at the rates, costs contained herein. The amount will be paid by the City based on invoices submitted by Contractor monthly and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Contractor does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

Section 5. Processing Fees and Revenue Sharing

5.1 The City shall pay a processing fee of \$115 per ton for recyclable materials delivered to the MRF monthly based on accurate invoices submitted to the City by the Contractor.

5.2 The Contractor shall market all materials and share revenue from sales based on a formula of 85% City, 15% Contractor.

5.3 Revenue shall be calculated based on the average revenue received, as reduced by charges paid by ECUA, for each commodity processed during the calendar month prior to delivery.

5.4 Revenues received by Contractor from the sale of recyclable materials brought to the facility by the City of Pensacola shall be deducted from the gross per ton processing fee listed in section 5.1. The gross processing fee and these deductions shall be made itemized on the monthly invoice provided by the Contractor.

Section 6. Material Quality and Contamination

6.1 The City agrees to implement measures to minimize contamination in recyclable materials.

6.2 Loads with contamination levels exceeding 20% may be rejected at the Contractor's discretion; however, no load shall be rejected without due consultation with and documentation provided to the City at the time of the rejection. If Contractor intends to reject a load of recyclable commodities, the Contractor shall comply with the following procedure:

The Facility Manager shall immediately isolate the load and notify the City's Representative, document the occurrence of such an event by digital photograph or video, and provide documentation to the City representative. In no event shall Contractor reject any loads without following the process described herein. The City shall pay to Contractor the processing fee described in Section 5.1 and an additional processing and disposal fee of \$65 per ton. If the City's representative does not concur that the load contains more than the allowable contamination, the City reserves the right to visually inspect future loads that the Contractor requests to reject. In the event the procedures outlined above are not followed, the City shall not be liable for the additional processing and disposal fee described above.

Neither the quality nor quantity of recyclable commodities to be delivered under the Agreement shall be guaranteed by the City. The City shall make reasonable efforts to ensure that only recyclable commodities are collected and delivered to the Contractor. The City shall take reasonable steps to discourage the delivery of non-designated materials through its public education, training, and audit campaigns.

Section 7. Education and Outreach Support

7.1 The Contractor shall participate in up to four (4) public education events per year in the City limits.

7.2 The Contractor shall offer facility tours upon request by the City.

Section 8. Reporting and Communications

8.1 The Contractor shall submit a report by 12:00 PM every Monday detailing the breakdown of recyclables (type, tonnage, contamination levels) processed the previous week for the first three (3) months. Thereafter, the Contractor shall submit monthly reports by the tenth (10th) of the following month.

8.2 Quarterly meetings shall be held between the Parties to review Contract performance and discuss operational improvements.

Section 9. Contingencies / Force Majeure

9.1 In the event that performance by either Party, or both Parties, of any of its obligations under this Agreement shall be interrupted, delayed, or prevented by any occurrence not occasioned by the conduct of such Party, whether such occurrence be an act of God or any other occurrence whatsoever beyond the reasonable control of such Party, including a change in environmental law or regulation rendering performance impractical or impossible, then such Party shall be excused from such performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof, or until such performance is no longer impractical or impossible. In such an event, the effected Party shall notify the other Party immediately and work in good faith to implement an approved contingency plan.

9.2 If the Contractor fails to process materials for more than five (5) consecutive workdays, for any reason other than those instances set forth in Section 9.1, above, the Contractor shall arrange to transport all materials to an alternative recycling facility at its own cost.

The Contractor shall market all separated and sorted recyclable materials during the term of the Agreement regardless of fluctuations in prices paid for recyclable commodities. The Contractor shall document and provide evidence, upon request by the City, that the recyclable commodities have been used, or marketed for use for legitimate recycling purposes (e.g. reuse, repurpose, use in manufacture of a new product). Under no circumstances shall Contractor landfill, burn, or convert for burning, recyclable materials, without prior written notice to and approval by City.

Section 10. Termination

10.1 Either Party may terminate this Agreement upon ten (10) days' written notice in the event of a material breach by the other Party.

10.2 Either Party may terminate this Agreement for convenience with thirty (30) days' written notice. If terminated for convenience by the City, the City shall compensate the Contractor for all services rendered up to the termination date.

Section 11. Insurance

Contractor is self-insured under Florida Statutes Section 768.28 for liability and subject to the limitations promulgated therein, which are \$200,000 per individual or \$300,000 aggregated per incident or claims bill passed by the Florida Legislature. Contractor shall provide a letter of self-insurance to City. Contractor understands and agrees that limitations may be revised by the Florida Legislature and that the prevailing limitations of Florida Statutes Section 768.28 will apply to Section 13.

Section 12. Loss Control and Safety / Compliance with Laws and Procedures

The Contractor shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the way such activities shall be undertaken and to that end, neither Party shall be deemed to be an agent of the other Party. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. Contractor and the City shall perform their respective obligations under this Agreement in compliance with all applicable law. The City shall transport and handle recyclable materials in its control in a safe and workmanlike manner and in full compliance with applicable law. Contractor shall maintain throughout the term of this Agreement, all permits, Licenses, certificates, and approvals required by applicable law for the operation of the MRF.

Section 13. Indemnification and Hold Harmless

The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the sole negligence or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

Section 14. Pay on Behalf of the City

The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Section 15. Staffing at MRF

The Parties understand that the Contractor MRF may be operated by either a third party selected by Contractor or by Contractor staff, in Contractor's sole discretion.

Section 16. Notices

16.1 All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

If to City: **City of Pensacola,**
ATTN: City Administrator
222 West Main Street
Pensacola, FL 32502

If to Contractor: **Emerald Coast Utilities Authority,**
ATTN: _____
9255 Sturdevant Street,
Pensacola, Florida 32514

16.2 In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in Paragraph 15.1, above.

Section 17. Governing Law / Venue

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

Section 18. Attorneys' Fees and Costs

In connection with any litigation arising out of the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to recover from the other, all costs incurred, including reasonable attorneys' fees, including without limitation trial and appellate proceedings.

Section 19. No Discrimination

Contractor shall not discriminate because of any class protected by federal, state, or local law in the performance of this Contract.

Section 20. Assignment

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld.

Section 21. Severability

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

Section 22. No Other Agreements

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 23. Remedies for Failure to Perform or Breach of Contract

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor. The failure of either Party to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy by the waiving Party.

Section 24. Public Records Act

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

Section 25. Mandatory Use of E-Verify System

In compliance with the provisions of F.S. 448.095, the Parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**EMERALD COAST UTILITIES
AUTHORITY,**
an independent special district created
by the Laws of Florida,

CITY OF PENSACOLA, FLORIDA

(By: _____)

Mayor, D. C. Reeves

ECUA Legal approval: _____

Attest: _____

City Clerk, Ericka L. Burnett

Date: _____

Approved as to Substance:

ATTEST:

By: _____
Secretary

Department Director

Legal in form and execution:

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-670

City Council

6/12/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-34 - FRANK v. THE CITY OF PENSACOLA SETTLEMENT FUND BALANCE CARRY FORWARD

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-34.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The purpose of this supplemental budget amendment is to bring forward the remaining fund balance in the Pensacola Energy Fund to pay the legal settlement resulting from *Frank v. City of Pensacola* in the amount of \$15,900,000.

These funds will be distributed as follows:

\$3,300,000 - Legal Fees and settlement to plaintiff

\$8,946,000 - Payments to current active customers. (Checks will automatically be mailed.

Current customers do not need to file a claim.)

\$3,654,000 - Payments to former customers that can be located. (Former customers will need to file a claim.)

Upon closure of the settlement claims period, 35% of any funds not paid out will be returned to the City up to \$4,410,000. The next \$1,000,000 in remaining funds (if applicable) will then be sent to the previous recipients of refunds on a pro rata basis. Any further remaining funds would be returned to the City.

PRIOR ACTION:

May 22, 2025 - City Council voted to accept the negotiated settlement in Frank v. the City of Pensacola.

FUNDING:

Budget:	\$15,900,000	Pensacola Energy Fund Balance
Actual:	<u>\$15,900,000</u>	Settlement Costs
	\$15,900,000	TOTAL

FINANCIAL IMPACT:

The effect of this action will be to bring forward remaining fund balance in the Pensacola Energy fund. It is anticipated that this cash will be replaced with the issuance of a bond of no more than \$40,000,000 currently targeted for October of 2025.

Pensacola Energy is currently performing a rate study to estimate what the rates should be to fund all operations. Once finalized, the proposed rates will be brought to City Council.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

STAFF CONTACT:

Tim Kinsella, City Administrator
Adam Cobb, City Attorney
Amy Lovoy - Finance Director
Darryl Singleton - Pensacola Energy Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-34
2. Supplemental Budget Explanation No. 2025-34

PRESENTATION: No

**RESOLUTION
NO. 2025-34**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

	Fund Balance	15,900,000
As Reads:	Other Non-Operating	12,572,500
Amended		
To Read:	Other Non-Operating	28,472,500

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

JUNE 2025- SUPPLEMENTAL BUDGET RESOLUTION - APPROPRIATING FUNDS FOR FRANK CASE SETTLEMENT- NO. 2025-34

FUND	AMOUNT	DESCRIPTION
GAS UTILITY FUND		
Fund Balance	<u>15,900,000</u>	Increase appropriated fund balance
Appropriations		
Other Non-Operating	<u>15,900,000</u>	Increase appropriation for Other Non-Operating
Total Appropriations	<u>15,900,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-716

City Council

6/12/2025

RESOLUTION

SPONSOR: Jared Moore, Council President

SUBJECT:

RESOLUTION NO. 2025-40 - JOINT SESSION BETWEEN THE PENSACOLA CITY COUNCIL, PENSACOLA MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

RECOMMENDATION:

That City Council adopt Resolution No. 2025-40:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FLORIDA; PRESCRIBING THE DATE, TIME AND LOCATION TO CONDUCT A JOINT SESSION OF THE PENSACOLA CITY COUNCIL AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2014 the State Legislature passed Florida Statute 166.0213 which states in part, "...The governing body of a municipality may hold joint meetings to receive, discuss and act upon matters of mutual interest with the governing body of the county within which the municipality is located or the governing body of another municipality at such time and place as shall be prescribed by ordinance or resolution."

The City Council and the Escambia County Board of County Commissioners have agreed to hold a joint session on July 10, 2025. This session shall be held at the Pensacola Bay Center, 201 E. Gregory St., Pensacola FL, 32502, on the 2nd Floor West, C-Series and is scheduled to begin at 9:00 a.m.

The adoption of this resolution fulfills the requirements of Fla Stat 166.0213.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

5/28/2025

STAFF CONTACT:

Don Kraher, Council Executive
Adam Cobb, City Attorney
Tim Kinsella, City Administrator

ATTACHMENTS:

1. Resolution No. 2025-40

PRESENTATION: No

RESOLUTION
NO. 2025-40

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA FLORIDA; PRESCRIBING THE DATE, TIME
AND LOCATION TO CONDUCT A JOINT SESSION OF THE
PENSACOLA CITY COUNCIL AND THE ESCAMBIA
COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, PURSUANT TO Section 166.0213, Florida Statutes, the Pensacola City Council and the Escambia County Board of Commissioners desire to conduct a joint session to discuss matters of mutual interest and have agreed to meet on July 10, 2025; and

WHEREAS, this joint session will provide an opportunity for local governing bodies to informally meet and discuss matters of mutual interest, interagency cooperation and regional impact;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

Section 1. That a joint session between the Pensacola City Council and the Escambia County Board of County Commissioners be held on July 10, 2025 at 9:00 a.m. at the Pensacola Bay Center, 201 E. Gregory St., Pensacola, FL 32502, 2nd Floor West, C-Series.

Section 2. This Resolution shall become effective on the fifth business day after the adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

ATTEST:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-724

City Council

6/12/2025

ORDINANCE

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

PROPOSED ORDINANCE 6-25 AMENDING ORD. NO. 31-14 TO PROVIDE THE
EXTENSION OF WESTSIDE COMMUNITY REDEVELOPMENT TRUST FUND

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 6-25 on second reading.

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF
THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE
AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES; AND PROVIDING AN
EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #1: Attainable Housing for All Income Levels, #2: Safe Streets for All Mobilities, #4: Resilient Waterfronts & Neighborhoods, #5: More Walkable, Mixed-Use Districts, #6: Public Spaces that Connect Communities, #7: Thriving Innovation & Businesses, and #8: Neighborhoods that Celebrate Culture and Honor Legacy.

By separate agenda item, the City Council considered a resolution to approve the Westside CRA Plan Update (Spring 2025) prepared by Urban Design Associates (2025 Plan Update), to serve as the amended community redevelopment plan for the Westside redevelopment area and the guiding document for annual budgeting and focus of activity for the Pensacola Community Redevelopment Agency (CRA). Such resolution also established September 30, 2046, as the time certain for completing all redevelopment financed by increment revenues in the Westside redevelopment area.

The Westside Community Redevelopment Trust Fund was established by City Ordinance No. 31-14 (the "Trust Fund Ordinance"), enacted on August 28, 2014. The Trust Fund Ordinance currently provides for annual increment appropriation by affected taxing authorities for a period of twenty-three years following the effective date of the ordinance, which period concludes on

December 31, 2036.

Staff recommends adoption of the attached amending ordinance to extend the Westside Community Redevelopment Trust Fund to coincide with the time certain for completing all redevelopment activities approved by City Council under a separate agenda item. Such an extension will coincide with the duration of the CRA as established by Resolution No. 20-29 adopted by the City Council on August 13, 2020.

Adopting an amending ordinance to extend a redevelopment trust fund ordinance requires notice in the following two ways:

1. Written notice to all taxing authorities which levy ad valorem taxes within the geographic boundaries of the redevelopment area at least 15 days in advance of the public hearing to consider second reading and adoption of the ordinance; and
2. Public notice in a newspaper having general circulation in the area of operation of the CRA prior to the scheduled public hearing date.

Such notice has been or will be provided prior to second reading of the amending ordinance.

PRIOR ACTION:

May 24, 2007 - City Council adopted Resolution No. 13-07 which approved a community redevelopment plan for the Westside Redevelopment Area.

April 7, 2025 – The CRA authorized staff to submit to the Planning Board the proposed 2025 Plan Update for review pursuant to Section 163.360(4) of the Act.

April 8, 2025 – The Planning Board reviewed and provided written comments on the proposed 2025 Plan Update (see attached minutes).

May 5, 2025 - The CRA recommended approval of the 2025 Plan Update by City Council.

May 22, 2025 – Conducted a public hearing (proposing) specifying September 30, 2046 as the time certain for completion of all redevelopment activities in the Westside redevelopment area.

May 22, 2025 – City Council adopted a Resolution approving 2025 Plan Update and specifying September 30, 2046 as the time certain for completion of all redevelopment activities in the Westside redevelopment area.

May 22, 2025 – City Council voted to approve Proposed Ordinance No. 6-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

The amending ordinance will extend the period of time during which each taxing authority, including the City, must contribute increment revenues to support revitalization and redevelopment of the Westside redevelopment area, by an additional nine (9) years (from December 31, 2036 to through December 31, 2045).

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Asst. CRA Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 6-25
2. Business Impact Analysis Report

PRESENTATION: No

**PROPOSED
ORDINANCE NO. 6-25**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO
PROVIDE FOR EXTENSION OF THE WESTSIDE
REDEVELOPMENT TRUST FUND ESTABLISHED UNDER
THE AUTHORITY OF CHAPTER 163, PART III, FLORIDA
STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The City Council of the City of Pensacola (the "City Council") is authorized by Chapter 163, Part III, Florida Statutes (the "Act") to exercise the community redevelopment powers set forth therein to eliminate, remedy and prevent conditions of slum and blight.

B. In accordance with the Act, the City Council has previously established the City of Pensacola Community Redevelopment Agency (the "Agency"), designated the "Westside Community Redevelopment Area" and determined that such area is a blighted area in need of redevelopment.

C. On May 24, 2007, the City Council adopted Resolution No. 13-07 approving the "Westside Community Redevelopment Area Plan" for the Westside Community Redevelopment Area (the "Westside Redevelopment Plan").

D. On August 28, 2014, the City Council enacted Ordinance No. 31-14 (the "Trust Fund Ordinance") which established the Westside Community Redevelopment Trust Fund, specified that 2013 would be the base year for purposes of calculating the tax increment funding required by each taxing authority, and provided for annual appropriation of increment to the trust fund commencing on the effective date thereof and for each of the twenty three (23) years thereafter, all in accordance with Section 163.387 of the Act.

E. Based on the recommendation of the Agency, by resolution adopted on even date herewith, the City Council approved and adopted the "Westside CRA Plan Update (Spring 2025)" (the "2025 Plan Update") to serve as the Agency's community redevelopment plan for the Westside Redevelopment Area, and determined that the time certain for completion of redevelopment funded by increment revenues in the Westside Redevelopment Area shall be September 30, 2046.

F. Such time certain is within 40 years after the fiscal year in which the Westside Redevelopment Plan was initially approved and adopted, and coincides with the duration of the Agency as established by Resolution No. 20-29 adopted by the City Council on August 13, 2020.

G. The City Council hereby finds and determines that extension of the Westside Community Redevelopment Trust Fund to coincide with the time certain for completion of redevelopment in the Westside Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City.

H. The City Council further finds and determines that conditions in the Westside Redevelopment Area meet the criteria described in Section 163.340(8) of the Act, that the Westside Community Redevelopment Area is a blighted area within the City of Pensacola, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Westside Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City.

I. The City and Agency have given notice of a proposed ordinance to consider extension of the Westside Community Redevelopment Trust Fund by publication and by mailed notice to affected taxing authorities, in accordance with Section 163.346 of the Act.

J. A public meeting for the purpose of receiving comments from interested parties has been duly held and such comments, if any, have been heard and considered.

SECTION 2. AMENDMENT OF ORDINANCE NO. 31-14. Section 4.A. of the Trust Fund Ordinance is hereby amended as follows, with additional text indicated by underline and deleted text indicated by strikethrough.

"B. Commencing on the effective date of this ordinance and for each of thirty-two (32) ~~twenty-three (23)~~ years thereafter, each taxing authority except those exempted by or pursuant to law shall annually appropriate and pay on or before December 31 of that year to the Westside Community Redevelopment Trust Fund a sum which is no less than an amount equal to the incremental increase in ad valorem tax revenues as defined and determined in paragraph A 1. and 2. above.

SECTION 3. RATIFICATION AND CONFIRMATION. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Westside Redevelopment Plan, the 2025 Plan Update and the Westside Community Redevelopment Area Trust Fund, including but not limited to findings of blight and necessity associated therewith, are hereby ratified and confirmed.

SECTION 4. SEVERABILITY. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted:_____

Approved:_____
President of City Council

Attest:

City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: PROPOSED ORDINANCE 6-25 -- AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III; FLORIDA STATUTES;

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

On May 24, 2007, the City Council adopted Resolution No. 13-07 approving the “Westside Community Redevelopment Area Plan” for the Westside Community Redevelopment Area (the “Westside Redevelopment Plan”. On August 28, 2014, the City Council enacted Ordinance No. 31-14 (the “Trust Fund Ordinance”) which established the Westside Community Redevelopment Trust Fund, specified that 2013 would be the base year for purposes of calculating the tax increment funding required by each taxing authority, and provided for annual appropriation of increment to the trust fund commencing on the effective date thereof and for each of the twenty three (23) years thereafter, all in accordance with Section 163.387 of the Act.

Based on the recommendation of the Agency, by resolution adopted on even date herewith, the City Council approved and adopted the “Westside CRA Plan Update (Spring 2025)” (the “2025 Plan Update”) to serve as the Agency’s community redevelopment plan for the Westside Redevelopment Area, and determined that the time certain for completion of redevelopment funded by increment revenues in the Westside Redevelopment Area shall be September 30, 2046. Such time certain is within 40 years after the fiscal year in which the Westside Redevelopment Plan was initially approved and adopted, and coincides with the duration of the Agency as established by Resolution No. 20-29 adopted by the City Council on August 13, 2020.

The extension of the Westside Community Redevelopment Trust Fund to coincide with the time certain for completion of redevelopment in the Westside Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City. The conditions in the Westside Redevelopment Area meet the criteria described in Section 163.340(8) of the Act, that the Westside Community Redevelopment Area is a blighted area within the City of Pensacola, and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Westside Redevelopment Area is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

No.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

463

7. Additional information:

This Ordinance does not change the amount of taxes paid by any property owner in the Westside Redevelopment Area.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-725

City Council

6/12/2025

ORDINANCE

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 3-25 - VOLUNTARY ANNEXATION OF JAMES-OLIVER, LLC
PROPERTY - 3728 CREIGHTON ROAD & 3800 BLK CREIGHTON ROAD

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 3-25 on second reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS
AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND
DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING
CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The City has received a request for voluntary annexation from James-Oliver, LLC for property located at 3728 and 3800 Block Creighton Road (O'Riley's Uptown Tavern). The parcels that make up the site are partially inside the City limits and partially in unincorporated Escambia County. PPD has confirmed that approval of the annexation request will help resolve Pensacola Police Department jurisdictional issues caused by the current City limit line dividing this commercial site.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject area.

Florida Statute 171.044 provides that:
Voluntary annexation

The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

May 22, 2025 – City Council voted to approve Proposed Ordinance No. 3-25 on first reading.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater, ad valorem, and public service tax revenues where applicable from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Sherry Morris, AICP, Development Services Director
Leslie Statler, Development Services Coordinator

ATTACHMENTS:

1. Proposed Ordinance No. 3-25
2. 2025 Parcels 1 & 2 Exhibit
3. 2025 Parcel 3 Exhibit
4. Business Impact Analysis Report - Proposed Ord No. 3-25

5. PROOF OF PUBLICATION

PRESENTATION: No

PROPOSED
ORDINANCE NO. 3-25

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has found that James-Oliver, LLC is the sole owner of the property described below, that such property is reasonably compact and contiguous to the City of Pensacola, and James-Oliver, LLC has petitioned the City Council to voluntarily annex such property into the City of Pensacola pursuant to Section 171.044 Florida Statutes; and

WHEREAS, the City Council desires to allow such annexation in accordance with Section 171.044 Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the City of Pensacola hereby finds and declares that all requirements of law provided by Section 171.044 Florida Statutes have been met, and that the following-described property is hereby annexed to the City of Pensacola and declared to be lying within, incorporated into, and a part and portion of the City of Pensacola, to-wit:

PARCEL ONE

A PORTION OF THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE FIRST DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 160 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT;

THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO A POINT;

THENCE EASTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 100 FEET TO A POINT IN THE EAST LINE OF SAID LOT 7;

THENCE SOUTHERLY, COINCIDENT WITH THE EAST LINE OF SAID LOT 7, A DISTANCE OF 98 FEET TO THE POINT OF BEGINNING.

PARCEL TWO

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE SECOND DESCRIBED PARCEL IN A DOCUMENT BETWEEN J. S. WALLER, INC. AND JAMES-OLIVER, LLC RECORDED 2002 IN OFFICIAL RECORD BOOK 4873 AT PAGE 1511 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE NORTHERLY, COINCIDENT WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 150 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING.

PARCEL THREE

ALL THAT CERTAIN PARCEL OR TRACT OF LAND DESCRIBED IN A DOCUMENT BETWEEN TOLGA ONCE AND JAMES-OLIVER, LLC RECORDED 2025 IN OFFICIAL RECORD BOOK 9281 AT PAGE 693 WITH THE CLERK OF THE COURT, ESCAMBIA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 6 OF THE GULL POINT SUBDIVISION NUMBER 1, PENSACOLA TAR AND TURPENTINE COMPANY TRACT RECORDED IN DEED BOOK 59 AT PAGE 380 WITH SAID CLERK OF THE COURT, SITUATE IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA;

THENCE EASTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 141.42 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO A POINT;

THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT 6, A DISTANCE OF 135 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 6;

THENCE WESTERLY, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 133.5 FEET TO THE POINT OF BEGINNING.

A set of maps depicting the area hereby annexed is attached hereto as Exhibit A.

SECTION 2. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECTION 4. This ordinance shall take effect upon expiration of the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

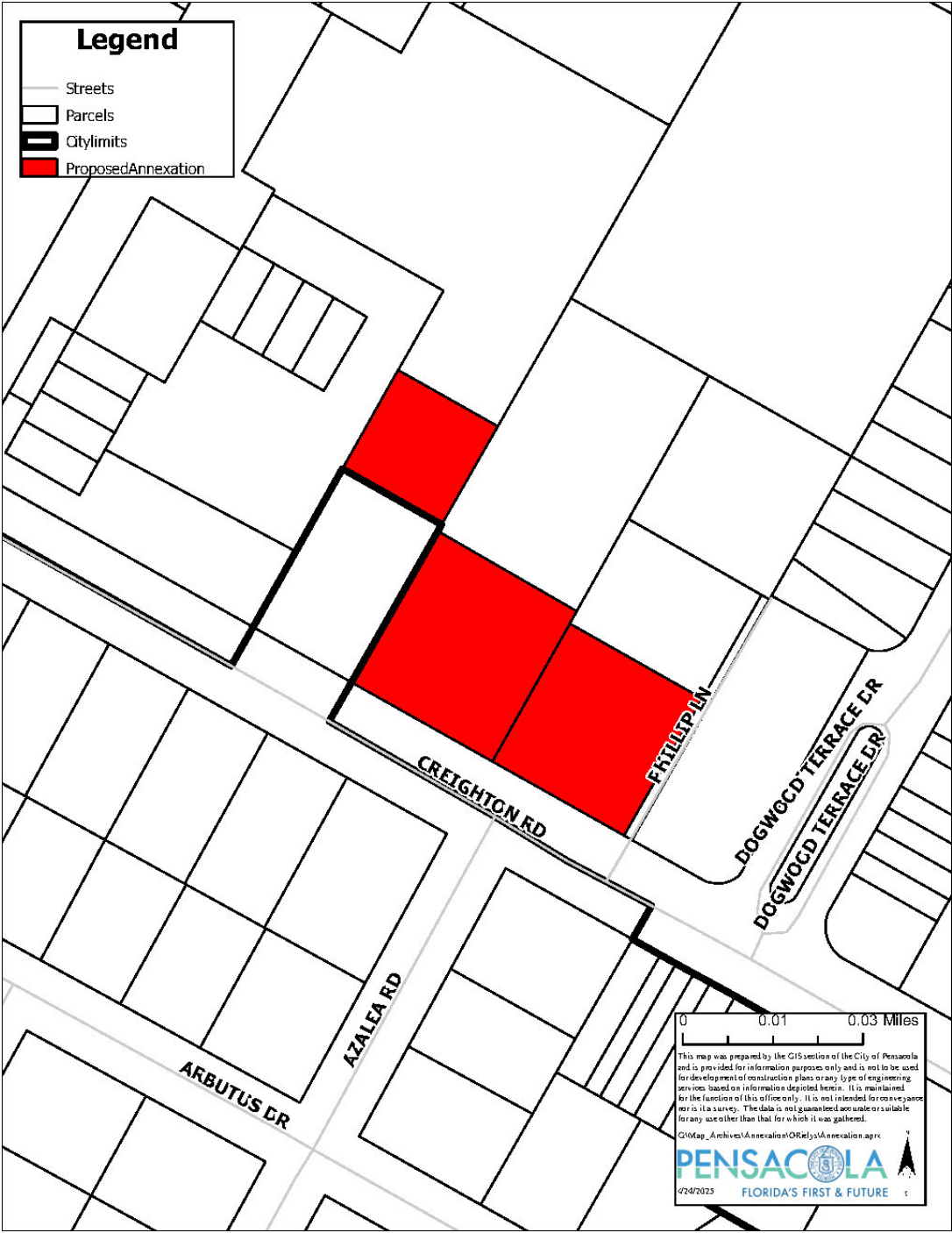
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

Exhibit A: Map of Annexation Area

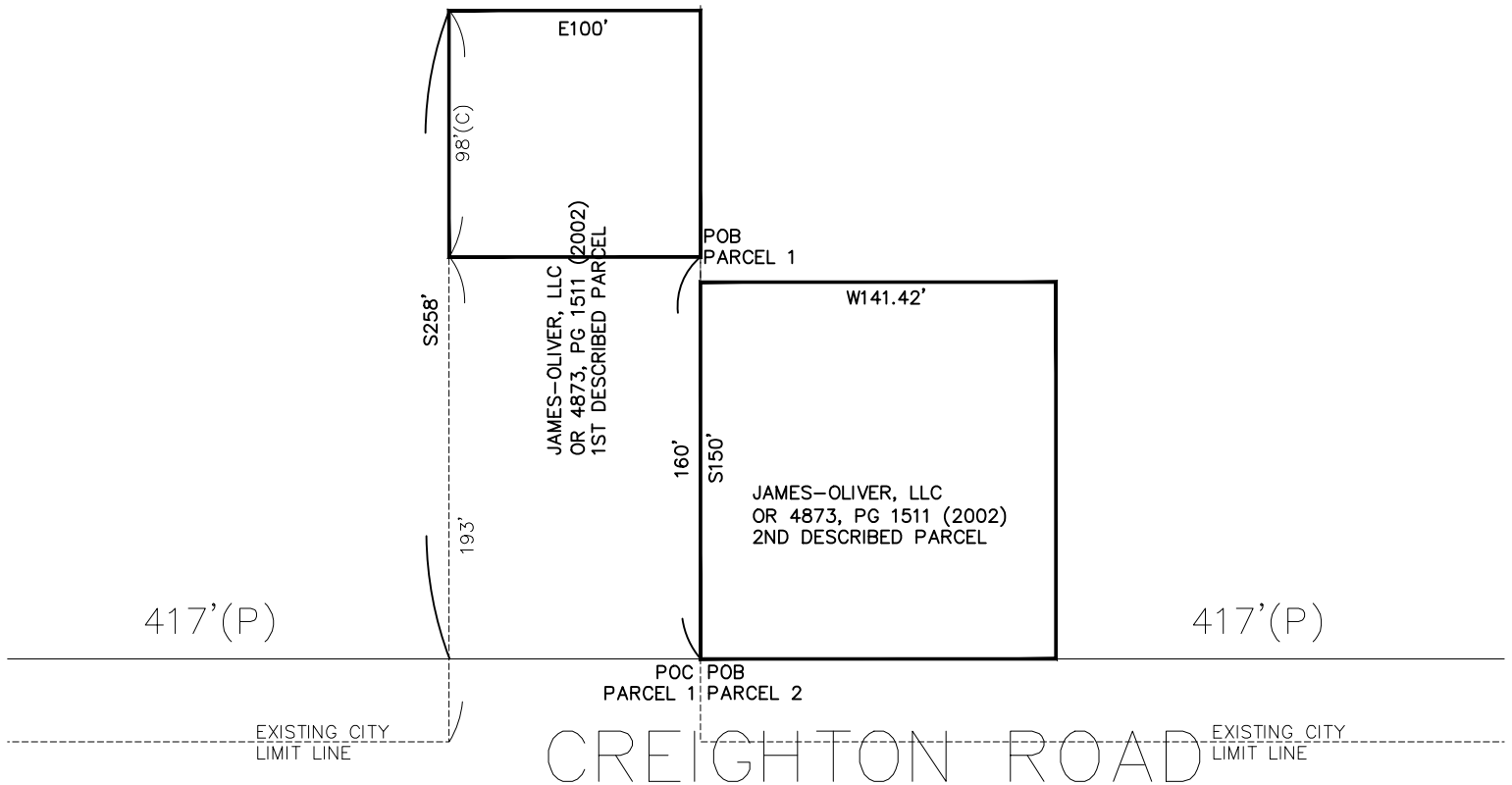


GULL POINT SUBDIVISION NO1 OF
PENSACOLA TAR & TURPENTINE CO.
DB 59, PG 380 (1910)

7

6

770'(P)



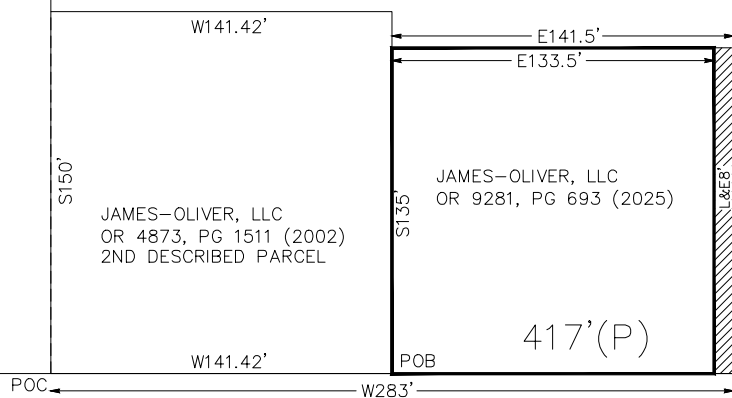
GULL POINT SUBDIVISION NO1 OF
PENSACOLA TAR & TURPENTINE CO.
DB 59, PG 380 (1910)

7

770'(P)

6

417'(P)



CREIGHTON ROAD



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 3-25 (Voluntary Annexation of James-Oliver, LLC Property – 3728 and 3800 Block Creighton Road)

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The owner of the annexed property, which is reasonably compact and contiguous to the City of Pensacola, and the City of Pensacola has petitioned the City Council to voluntarily annex such property into the City of Pensacola pursuant to Section 171.044 Florida Statutes. Annexation of the property will allow for improved law enforcement by resolving confusing jurisdictional boundaries.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

None

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No new charges or fees

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

N/A

AFFIDAVIT OF PUBLICATION

Robyn Tice
City Clerks Office - Legal Ads
222 W Main ST
Pensacola FL 32502-5743

STATE OF WISCONSIN, COUNTY OF BROWN

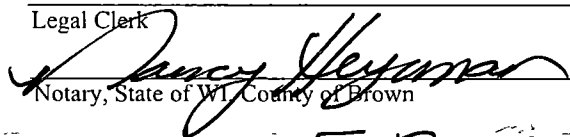
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties, that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

06/02/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/02/2025

Legal Clerk


Notary, State of WI, County of Brown

5.15.27

My commission expires

Publication Cost	\$560 62	
Tax Amount	\$0 00	
Payment Cost	\$560 62	
Order No	11352921	# of Copies
Customer No	1124787	1
PO #	Notice of Proposed Ordinances	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos 3-25, 5-25, 6-25, and 7-25 was presented to the City Council of the City of Pensacola for first reading on Thursday, May 22, 2025, and will be presented for final reading and adoption on Thursday, June 12, 2025, at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title(s) of the proposed ordinance(s) are as follows:

P.O. NO. 3-25

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA, PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE. (3728 & 3800 Block Creighton Rd.)



P.O. NO. 5-25

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA, APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA, AND PROVIDING FOR AN EFFECTIVE DATE

P.O. NO. 6-25

AN ORDINANCE AMENDING ORDINANCE NO. 31-14 TO PROVIDE FOR EXTENSION OF THE WESTSIDE REDEVELOPMENT TRUST FUND ESTABLISHED UNDER THE AUTHORITY OF CHAPTER 163, PART III, FLORIDA STATUTES, AND PROVIDING AN EFFECTIVE DATE.

P.O. NO. 7-25

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy (850) 435-1606, or may be inspected in the City Clerk's office located on the 3rd floor of City Hall, 222 West Main Street, Pensacola, Florida or on-line with the agenda package on the City's website <https://pensacolafl.portal.civicclerk.com/>. Interested parties may appear at the meeting and be heard with respect to the proposed ordinances. The meeting may also be viewed live stream at <https://cityofpensacola.com/video>

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call (850) 435-1606 (or TDD (850) 435-1666) for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

CITY OF PENSACOLA, FLORIDA

By Encka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-727

City Council

6/12/2025

ORDINANCE

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

PROPOSED ORDINANCE NO. 5-25 - APPROVAL OF EASTSIDE CRA PLAN UPDATE, SPRING 2025

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 5-25 on second reading.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #1: Attainable Housing for All Income Levels, #2: Safe Streets for All Mobilities, #4: Resilient Waterfronts & Neighborhoods, #5: More Walkable, Mixed-Use Districts, #6: Public Spaces that Connect Communities, #7: Thriving Innovation & Businesses, and #8: Neighborhoods that Celebrate Culture and Honor Legacy.

The CRA previously recommended a comprehensive update to the 2004 Eastside Community Redevelopment Plan and retained the consulting services of Urban Design Associates (UDA) to develop the update. This process, as outlined in the scope of services, has been substantially completed.

The attached Ordinance, to be considered following public hearing, would approve the Eastside CRA Plan Update (Spring 2025) prepared by UDA (the "2025 Plan Update"). Once approved by City Council, the 2025 Plan Update will serve as the CRA's amended community redevelopment plan for the Eastside redevelopment area and the guiding document for annual budgeting and focus of activity. The 2025 Plan Update contains the following sections:

Introduction - Provides background information on the CRA, introduces the Eastside Redevelopment Area and describes how to use the plan.

Planning Process - Explains the overall public engagement process used to develop the 2025 Plan Update and describes the public input that was gathered.

Analysis - Provides analysis and findings related to demographics, market conditions, physical patterns and transportation systems within the Eastside redevelopment area.

Recommendations- Provides project recommendations as follows:

- Special Demonstration Projects
 1. Crystal Ice House Market
 2. Eastside Infill Housing
 3. Hollice T. Williams Park and Equitable Development Plan
 4. Hayne Street Improvements
 5. Dr. MLK Jr. Drive and N. Davis Highway Streetscapes
 6. Gonzalez Street Shareway
- Land Use, Zoning, and Special Districts
- Economic Development
- Neighborhood Development
- Housing
- Transportation, Streets, and Parking
- Open Space and Community Amenities

Impacts and Projections - Includes the neighborhood impact element, priority projects and tax incremental financing projections.

Appendix - Provides data collected in the development of the 2025 Plan Update.

In accordance with Section 163.362(9) of the Act, *“Every community redevelopment plan shall . . . contain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.”* Projected costs and a statement on potential future indebtedness is currently being developed and will be attached to the City Council items for inclusion in the 2025 Plan Update as approved and adopted.

The attached Ordinance would approve and adopt the 2025 Plan Update and ratify and confirm that the time certain for completing redevelopment financed by tax increment revenues in the Eastside Redevelopment Area shall be September 30, 2045. Such time certain was established by Ordinance No. 20-17 enacted by the City Council on July 13, 2017.

The 2025 Plan Update spans the remaining term of the Eastside community redevelopment area but is anticipated to be updated every five (5) years in accordance with best planning practices.

On April 7, 2025, the CRA referred the 2025 Plan Update to the Planning Board for review and written recommendations as to its conformity with the comprehensive plan for development of the City as a whole. A copy of the Planning Board minutes constituting its written recommendations is attached.

On May 5, 2025, the CRA recommended approval of the 2025 Plan Update to the City Council. The City Council may approve and adopt the 2025 Plan Update upon such recommendation of the CRA. Following such recommendation, the City Council must hold a public hearing to consider and adopt the 2025 Plan Update. Sections 163.346 and 163.361 of the Act require the City to give notice of such public hearing in the following two ways:

1. Written notice to all taxing authorities which levy ad valorem taxes within the geographic boundaries of the redevelopment area at least 15 days in advance of the public hearing to consider approval and adoption of the 2025 Plan Update, including a summary report of the plan update; and
2. Public notice in a newspaper having general circulation in the area of operation of the CRA prior to the scheduled public hearing date.

Such notice has been provided.

PRIOR ACTION:

February 12, 2004 - City Council approved the Eastside Neighborhood Plan for a portion of the Urban Infill and Redevelopment Area.

October 27, 2005 - City Council approved Ordinance No. 15-05, which amended and readopted the Urban Infill and Redevelopment Plan by incorporating therein, and making part thereof, the Eastside Neighborhood Plan.

August 28, 2014 - City Council approved Ordinance 32-14, amending Ordinance 15-05, amending and readopting the Eastside Neighborhood Plan element of the Urban Infill and Redevelopment Area Plan.

July 13, 2017 - City Council approved Ordinance No. 22-17, amending Ordinance 15-05, to provide that all community redevelopment activities in the Urban Infill and Redevelopment Area shall be completed by September 30, 2045.

April 7, 2025 – The CRA authorized staff to submit to the Planning Board the proposed 2025 Plan Update for review pursuant to Section 163.360(4) of the Act.

April 8, 2025 – The Planning Board reviewed and provided written comments on the proposed 2025 Plan Update.

May 5, 2025 – The CRA recommended approval of the 2025 Plan Update by City Council.

May 22, 2025 – City Council conducted a public hearing on the 2025 Plan Update.

May 22, 2025 – City Council voted to approve Proposed Ordinance No. 5-25 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Tim Kinsella, City Administrator
Erica Grancagnolo, Economic Development Director
Victoria D'Angelo, CRA Division Manager
Hilary Halford, Asst. CRA Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 5-25 - Approving Eastside CRA Plan Update
2. Draft: 2025 Eastside Redevelopment Plan Update
3. Business Impact Analysis Report
4. Draft: Eastside Redevelopment Board Meeting Minutes 3.11.25
5. Draft: Eastside Redevelopment Board Meeting Minutes 4.08.25

PRESENTATION: No

**PROPOSED
ORDINANCE NO. 5-25**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. AUTHORITY. This Ordinance of the City Council of the City of Pensacola, Florida (the "City") is adopted pursuant to Chapter 163, Part III, Florida Statutes, Chapter 166, Florida Statutes and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined, and declared as follows:

(A) Pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part II, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.

(B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to the Act, in the City Council.

(C) Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Infill and Redevelopment Area" is a blighted area as therein described.

(D) On February 12, 2004, the City Council approved an “Eastside Neighborhood Plan” (the “Eastside Redevelopment Plan”) for an area located within the boundaries of the Urban Infill and Redevelopment Area (the “Eastside Redevelopment Area”).

(E) Pursuant to Resolution No. 41-05 adopted by the City Council on October 13, 2005, the City Council found and determined that the Eastside Redevelopment Area is a blighted area as therein described, that the rehabilitation, conservation and redevelopment, including the development of affordable housing for the purposes therein described, is necessary and that such area is appropriate for redevelopment projects.

(F) On July 13, 2017, the City Council enacted Ordinance No. 20-17 which amended the Eastside Redevelopment Plan to provide that the time certain for completion of all redevelopment activities in the Eastside Redevelopment Area financed by increment revenues shall be September 30, 2045.

(G) Periodic updates to community redevelopment plans are a recommended best practice to ensure the plan and objectives set forth therein remain relevant, efficient, actionable and responsive to changing circumstances.

(H) In accordance therewith, the Agency recently retained the consulting services of Urban Design Associates (UDA) to develop an update for the Eastside Redevelopment Plan.

(I) UDA prepared the “Eastside CRA Plan Update (Spring 2025)” (the “2025 Plan Update”) prepared by UDA to serve as the Agency’s community redevelopment plan for the Eastside Redevelopment Area and the guiding document for annual budgeting and focus of activity.

(J) At its meeting held on April 8, 2025, the Planning Board of the City, which serves as the City’s local planning agency, reviewed the 2025 Plan Update and determined that such plan update conforms with the comprehensive plan for development of the City as a whole.

(K) Thereafter the Agency recommended approval of the 2025 Plan Update to the City Council as the governing body of the City, pursuant to Section 163.362 of the Act.

(J) Notice of a public hearing for the City Council to consider approval of the 2025 Plan Update was published and notice to taxing authorities was given as provided in Section 163.346 of the Act, and a public hearing was held on May 22, 2025, to consider adoption of the 2025 Plan Update, in accordance with Section 163.361 of the Act.

SECTION 3. APPROVAL AND ADOPTION OF 2025 PLAN UPDATE.

(A) The City Council has received and considered (i) the recommendation of the Planning Board that the 2025 Plan Update complies with and is in conformity with the

Comprehensive Plan for development of the City as a whole, and (ii) the recommendation of the Agency for approval of the 2025 Plan Update.

(B) The 2025 Plan Update has been reported to each taxing authority that levies ad valorem taxes on taxable real property contained within the Eastside Redevelopment Area as required by Section 163.361(3) of the Act, and in accordance with section 163.346 of the Act, the City provided mailed notice to such taxing authorities and published notice of a public hearing to be conducted by the City Council to consider approval and adoption of the 2025 Plan Update.

(C) The City Council conducted such public hearing on May 22, 2025, during which the public and all interested persons were afforded an opportunity to be heard and present comments regarding the 2025 Plan Update.

(D) As a result of a review of the 2025 Plan Update and consideration of input at the public hearing, the City Council finds that:

- (1) It is appropriate, proper, and timely that the 2025 Plan Update be adopted at this time so that the provisions of the Act, and other resolutions, ordinances, and laws may be utilized to further redevelopment objectives within the Eastside Redevelopment Area; and
- (2) The potential of displacement for any families from the Eastside Redevelopment Area as a result of the community redevelopment activities contemplated by the 2025 Plan Update is discussed in the 2025 Plan Update; and
- (3) The 2025 Plan Update conforms to the City's Comprehensive Plan as a whole; and
- (4) The 2025 Plan Update gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the plan; and
- (5) The 2025 Plan Update will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the rehabilitation or redevelopment of the Eastside Redevelopment Area by private enterprise.

(E) The City Council hereby determines that the 2025 Plan Update complies with the requirements of the Act and in particular Sections 163.360, 163.361 and 163.362 thereof. A matrix demonstrating compliance with the requirements of the Act, including the time certain for completing all redevelopment in the Eastside Redevelopment Area, is attached hereto as Appendix A.

(F) As set forth therein, the time certain for completing redevelopment financed by tax increment revenues in the Eastside Redevelopment Area shall be September 30, 2045. Such time certain was established by Ordinance No. 20-17 enacted by the City Council on July 13, 2017, and is hereby ratified and confirmed.

(G) The City Council does hereby expressly find that the 2025 Plan Update, a copy of which is attached hereto and incorporated herein as Appendix B, is a sufficient and adequate plan for carrying out community redevelopment in the Eastside Redevelopment Area in accordance with the Act, and does approve same as the community redevelopment plan for the Eastside Redevelopment Area.

SECTION 4. PRIOR LEGISLATIVE ACTION. All prior ordinances, resolutions, and actions of the City taken in furtherance of the redevelopment of the Eastside Redevelopment Area are hereby ratified and confirmed; provided, however, that all prior ordinances, resolutions, and actions of the City inconsistent with the provisions of this Ordinance are hereby modified, supplemented and amended to conform to the provisions herein contained.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted:_____

Approved:_____
President of City Council

Attest:

City Clerk

APPENDIX A

COMPLIANCE WITH FLORIDA STATUTES

Sections 163.360 through 163.362, Florida Statutes, specify certain elements which must be addressed and content which must be included in community redevelopment plans and modifications to such plans. This Appendix identifies how the 2025 Plan Update complies with such statutory requirements.

Florida Statute	Requirement	How the Requirement is Met
§ 163.360(2)(a)	The community redevelopment plan shall . . . [c]onform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.	<i>Prior to its approval by the City Council, the 2025 Plan Update was submitted to the City of Pensacola Planning Board for review and recommendations, as required by s. 163.360(4), Florida Statutes. The Planning Agency determined that the 2025 Plan Update is in conformity with the comprehensive plan for the development of the City as a whole.</i>
§ 163.360(2)(b)	The community redevelopment plan shall . . . [b]e sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.	<i>See the sections herein entitled "Land Use, Zoning, and Special Districts" and "Activities."</i> <i>With respect to demolition and/or removal of structures, see the section entitled "Recommendations" and the discussion therein under the heading "Demolition and Reconstruction Funding Program." See also the heading "Prepare Sites for Redevelopment" under the section entitled "Activities."</i>
§ 163.360(2)(c)	The community redevelopment plan shall . . . [p]rovide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area.	<i>See the section entitled "Housing."</i>
§ 163.362(1)	Every community redevelopment plan shall . . . [c]ontain a legal description of the boundaries of	<i>See the section entitled "Overview of the CRA" for a description of the boundaries of the redevelopment area. See also the</i>

	the community redevelopment area and the reasons for establishing such boundaries shown in the plan.	section entitled <i>“Physical Patterns”</i> which includes various diagrams including use and zoning maps of the redevelopment area and its boundaries. The boundaries of the area are further described in the Finding of Necessity Resolution adopted by the City Council for the redevelopment area which includes legislative finding that the conditions in the area meet the criteria for redevelopment and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.
§ 163.362(2)(a)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate amount of open space to be provided and the street layout.	See the section entitled <i>“Open Space and Community Amenities.”</i>
§ 163.362(2)(b)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [l]imitations on the type, size, height, number, and proposed use of buildings	See the section entitled <i>“Land Use, Zoning, and Special Districts”</i> which includes diagrams, general references to the type, size, height, number, and proposed use of buildings. Limitations are established through the City’s broader development, land use and zoning regulations.
§ 163.362(2)(c)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate number of dwelling units.	See the section entitled <i>“Real Estate Market”</i> and the housing market statistics, including number of dwelling units, summarized therein. See also the diagrams set forth under the section entitled <i>“Physical Patterns.”</i>
§ 163.362(2)(d)	Every community redevelopment plan shall . . . [s]how by diagram	See the sections herein entitled <i>“Open Space and Community Amenities”</i> and

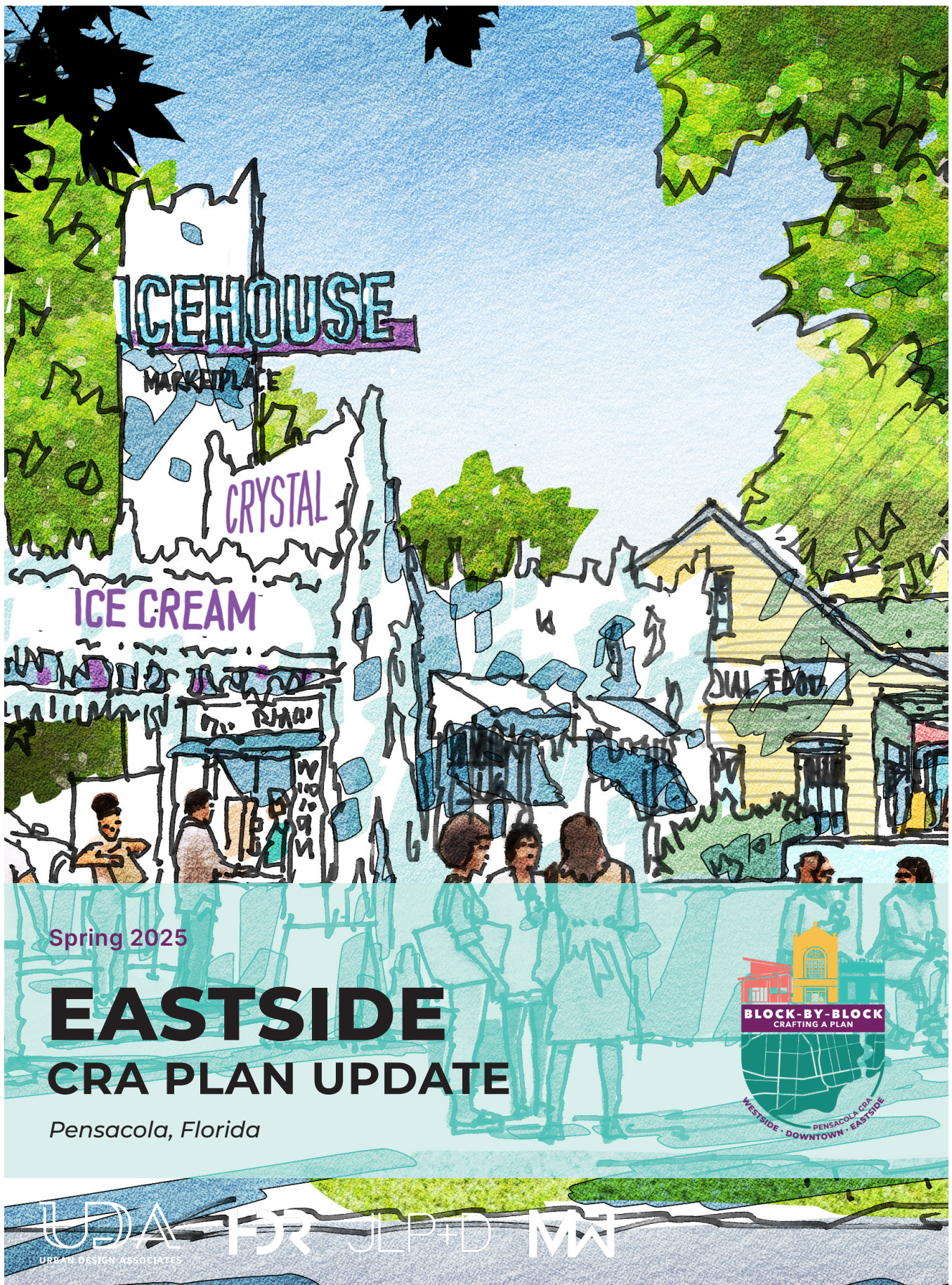
	and in general terms . . . [s]uch property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.	<i>“Transportation.” See also the section entitled “Physical Patterns” and the diagram therein entitled “Parks, Open Space and Amenities.”</i>
§ 163.362(3)	Every community redevelopment plan shall . . . [i]f the redevelopment area contains low or moderate income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.	<i>See the section entitled “Housing.”</i>
§ 163.362(4)	Every community redevelopment plan shall . . . [i]dentify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.	<i>Capital projects are generally discussed throughout the 2025 Plan Update. In particular see “Capital Improvement Program” and “Capital Improvement Projects – CRA Projects.”</i>
§ 163.362(5)	Every community redevelopment plan shall . . . [c]ontain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.	<i>See the section entitled “Activities” and in particular the discussion under the heading “Property Disposition.”</i>
§ 163.362(6)	Every community redevelopment plan shall . . . [p]rovide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for	<i>See the section entitled “Activities” and in particular the discussion under the heading “Property Disposition.”</i>

	such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.	
§ 163.362(7)	Every community redevelopment plan shall . . . [p]rovide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.	<i>See the section entitled "Demographic and Market Analysis" and the discussion therein regarding preventing displacement of residents and businesses.</i>
§ 163.362(8)	Every community redevelopment plan shall . . . [p]rovide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.	<i>See the section entitled "Housing."</i>
§ 163.362(9)	Every community redevelopment plan shall . . . [c]ontain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.	<i>See the section entitled "Projected Costs"</i>

§ 163.362(10)	Every community redevelopment plan shall . . . [p]rovide a time certain for completing all redevelopment financed by increment revenues.	<i>September 30, 2045</i>
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APPENDIX B

2025 PLAN UPDATE



Spring 2025

EASTSIDE CRA PLAN UPDATE

Pensacola, Florida



UDA FOR JLP+D MW
URBAN DESIGN ASSOCIATES

ACKNOWLEDGMENTS

LEAD

Pensacola Community Redevelopment Agency

LEAD CONSULTANT

Urban Design Associates (UDA)

COMMUNITY ENGAGEMENT CONSULTANT

MonWin Consulting

TRANSPORTATION CONSULTANT

HDR

MARKET CONSULTANT

JLP+D

MAYOR

D.C. Reeves
Mayor of Pensacola

CRA BOARD MEMBERS

Teniade Broughton
*City Council District 5
CRA Chairperson for 2025*

Delarian Wiggins
*City Council District 7
CRA Vice-Chairperson for 2025*

Charles Bare
City Council District 2

Jennifer Brahier
City Council District 1

Casey Jones
City Council District 3

Jared Moore
City Council District 4

Allison Patton
City Council District 6

CITY ADMINISTRATION

Tim Kinsella
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Tiffany Whiting-Cardenas
CRA Executive Assistant

EASTSIDE REDEVELOPMENT BOARD

Zachary Lane
Chairperson

Aretta Anderson
Vice-Chairperson

Jennifer Brahier
City Council & Board Member

Tommy White
Board Member

WESTSIDE REDEVELOPMENT BOARD

James Gulley
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Karl Schwelm
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Jennifer Brahier
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Lamar Brown
Board Member

C. Marcel Davis
Board Member

Michelle Press
Board Member

URBAN CORE REDEVELOPMENT BOARD

Christopher Satterwhite
Chairperson

Jared Moore
City Council & Board Member

Melanie Nichols
Board Member

Kelly Wieczorek
Board Member



The recommendations in the Eastside CRA Plan were developed between May 2024 and January 2025. The analyses are based on point-in-time data sources, and the recommendations align with the regulations and funding programs effective during the period when the plan was developed.

This CRA Plan explores recommendations for a 20-year timeframe. Recommendations that may not be feasible in the short term due to market, funding, or policy conditions are still valid for the long-term vision and may take longer to implement.

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EXECUTIVE SUMMARY

This Community Redevelopment Agency (CRA) Plan Update is intended to provide direction for policies, programs, and projects in the Eastside CRA District in the City of Pensacola, Florida. The process of listening to residents and stakeholders informed an ideal vision for Pensacola's Eastside CRA District. The recommendations outlined in this document are intended to establish a foundation of guiding principles, projects, and decision-making frameworks to achieve the community's visions for the future.

The role of the CRA is to lead decision-making efforts related to redevelopment within its jurisdiction and to utilize increment revenues to undertake and complete redevelopment projects authorized by Part III, Chapter 163, *Florida Statutes*. TIF is a funding mechanism authorized under Chapter 163, Part III, *Florida Statutes* which capture incremental growth in the tax base within the CRA district to be reinvested in strategic projects within the district. Key community redevelopment goals include:

- Preserving, rehabilitating, and enhancing the community redevelopment area neighborhoods to maximize livability and quality of life;
- Fostering a diverse supply of housing options, especially affordable and workforce housing; and
- Creating a robust and stable economy that offers employment, culture, and entertainment and is filled with people and businesses.

More specifically, this CRA Plan Update is intended to target the following topics and issues within the Eastside CRA District:

- Expanding housing options, especially affordable, workforce housing;
- Preserving traditional character and history and culture;
- Tempering gentrification and/or displacement;
- Building socioeconomic equity;
- Strengthening neighborhood identity;
- Fostering economic development and sustainability;
- Improving walkability, bikeability, transit and parking management; and
- Connecting people to the waterfront and neighborhood assets.

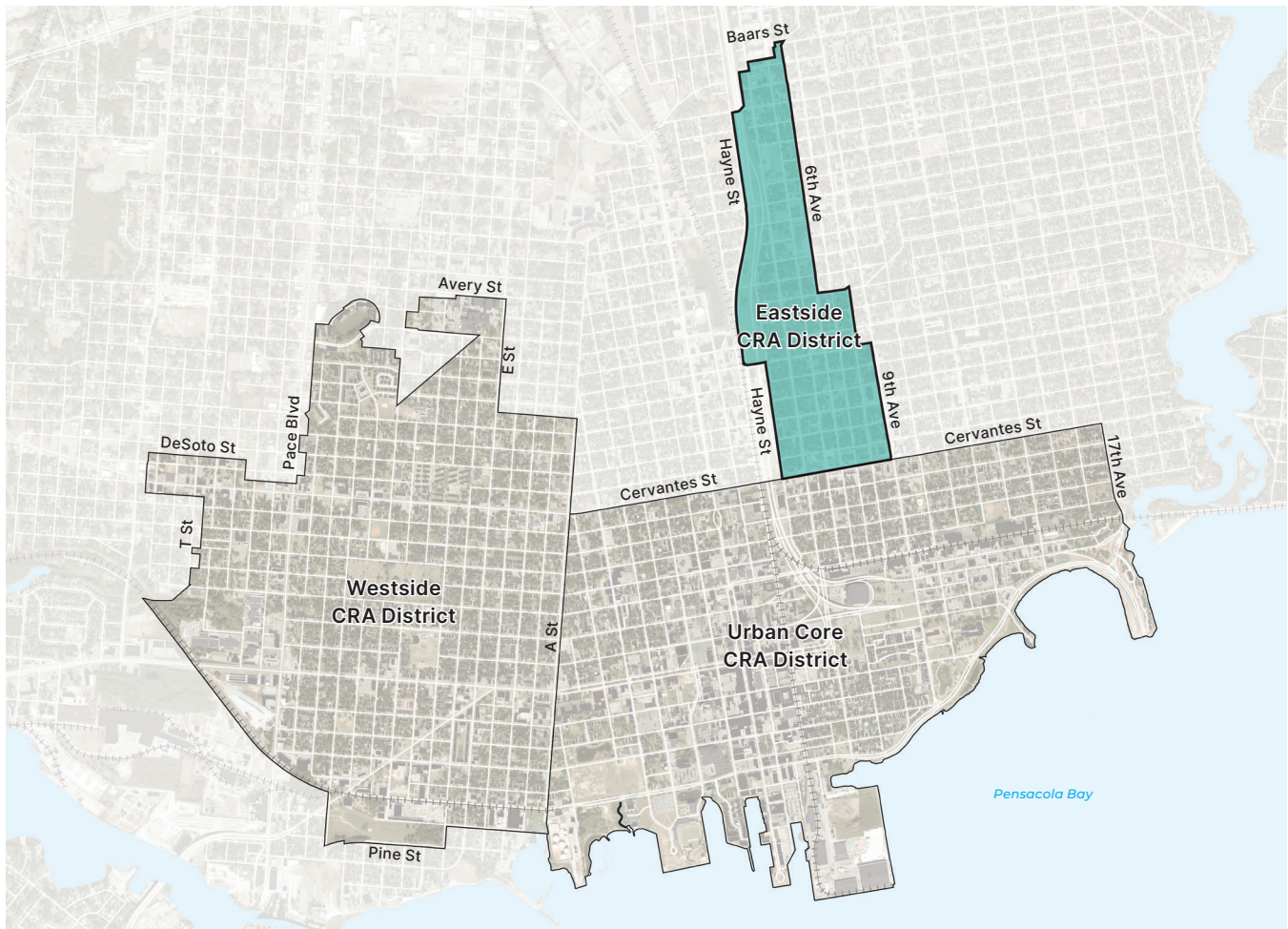
Residents and stakeholders led the way throughout the creation of this CRA Plan Update. From 2024 through 2025, members of the CRA District community were invited to establish the overall vision for the future and provide input on preliminary recommendations. Paired with an exhaustive analysis of existing and projected conditions of demographics, economics, physical urban patterns, and transportation systems, the needs of each CRA District and the paths forward were revealed.



Crystal Ice House



Chappie James Museum of Pensacola

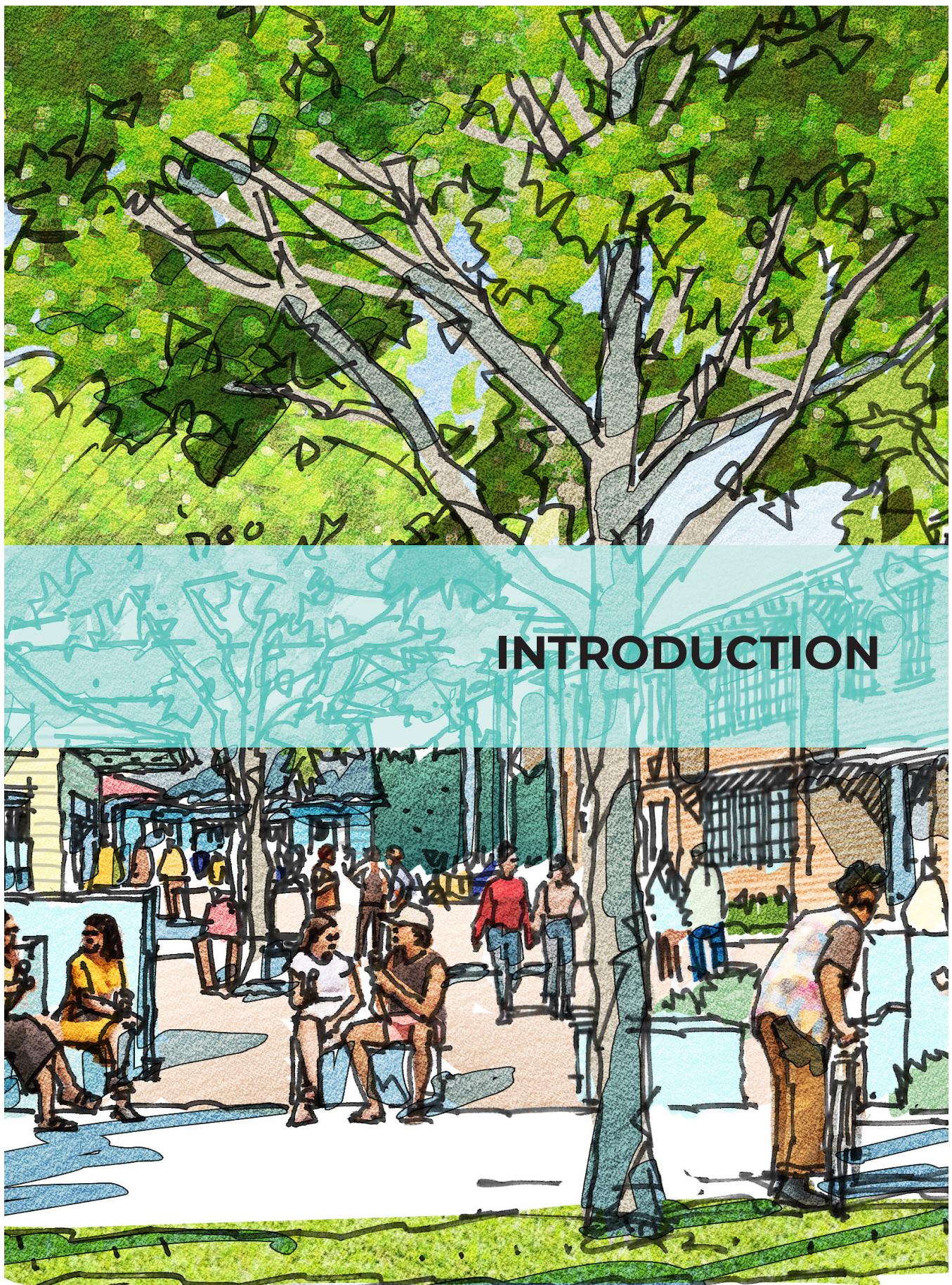


CRA Districts Map

This CRA Plan Update builds on past plans and represents potential investments to realize the vision of Eastside residents and stakeholders. The recommendations in this plan are organized into the following topics:

- Land Use, Zoning, and Special Districts
- Economic Development
- Neighborhood Development
- Housing
- Transportation, Streets, and Parking
- Open Space and Community Amenities

A series of Special Demonstration Projects illustrate the potential impact of targeted investments, identifying opportunities to solve issues raised by the community and uncovered through the analysis of the CRA Districts. Strategies for implementing these recommended policies, programs, and projects are provided, along with recommendations about prioritizing potential projects.



INTRODUCTION

OVERVIEW OF THE CRA



ABOUT THE CRA

The State of Florida's Community Redevelopment Act of 1969 provided local governments with tools to revitalize deteriorated areas of their communities, including the establishment of the Community Redevelopment Agency (CRA), which was charged with the following tasks:

- Administer and prepare redevelopment plans;
- Issue revenue bonds;
- Eliminate and prevent slum and blight;
- Rehabilitate and conserve the redevelopment areas;
- Preserve and enhance the tax base;
- Create affordable housing; and
- Implement community policing innovations.

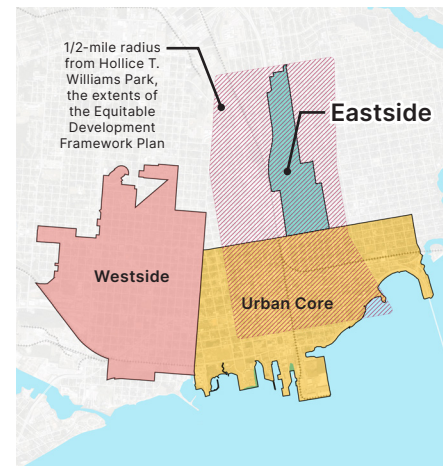
The statutes dictate that the municipality, "to the greatest extent it determines to be feasible... shall afford maximum opportunity, consistent with the sound needs of the county or municipality as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprise." (§163.345).

On July 1, 1977, the Florida Legislature amended the Community Redevelopment Act to allow governments to use tax increment financing (TIF) to fund redevelopment. This amendment was made to help revitalize declining areas and increase tax revenues.

In 2024, the City of Pensacola's Community Redevelopment Agency (CRA) transitioned to become a division within the city's Economic Development Department. This shift reflects the close alignment between the CRA's mission and the broader goals of economic development, particularly within the city's redevelopment districts. Much like economic development efforts, the CRA's work focuses on both qualitative and quantitative improvements, enhancing the local economy while fostering sustainable growth. By leveraging social assets and resources, the CRA strives to generate a more inclusive, shared economic well-being, ultimately elevating the quality of life for the community as a whole. This transition underscores the city's commitment to revitalizing areas of need, empowering residents, and fostering a thriving, dynamic urban environment.



Public Meeting with the CRA



CRA Districts + Extents of the Equitable Development Framework Plan, extending 1/2-mile radius from Hollice T. Williams Park

ABOUT THE CRA PLANS & THE EASTSIDE

The Eastside CRA District was created in 2004 and the Eastside Neighborhood Plan was adopted as the redevelopment plan for the district as part of the Urban Infill and Redevelopment Area Plan (2004). The boundaries of the Eastside district extend from Baars Street on the north; Cervantes Street on the south; Hayne Street to the west; and 6th Avenue to Mallory; Mallory to 8th Avenue, 8th Avenue to Lee, and Lee to 9th Avenue on the east. The Eastside CRA District accounts from about 1.8% of the City of Pensacola's total land area.

The Date Certain for the Eastside is September 30, 2045.

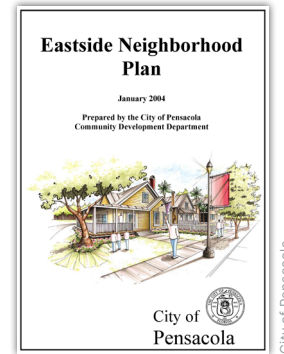
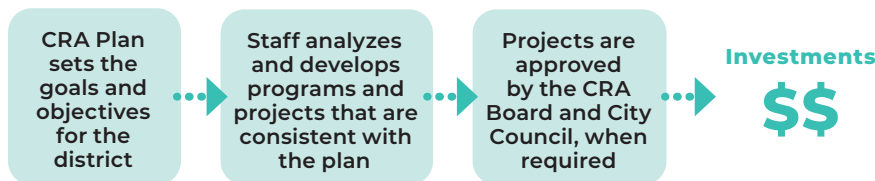
Connection to Neighborhood Plans

In addition to outlining neighborhood profile and background, The Eastside Neighborhood Plan outlined action plans surrounding aesthetics, infrastructure, housing & neighborhood development, public safety, and economic development.

Key initiatives of this plan included:

- Implementing the two-way conversion of Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street;
- Increasing on-street parking;
- Creating bicycle corridor linkages to downtown;
- Street tree planting recommendations;
- Implementing the East-West two-way conversion of Maxwell and Jordan Street corridor;
- Creating/improving the Hollice T. Williams Stormwater Park.

How will the CRA Plan be used?



ANALYSIS OF PREVIOUS/EXISTING PLANS AND STUDIES INCLUDE:

- Existing and previous redevelopment master plans
- City of Pensacola Comprehensive Plan
- City of Pensacola Land Development Code
- CRA Annual Reports
- Recent market studies
- Recent transportation studies and/or plans
- Socioeconomic data and demographics
- Analysis of Existing Land Uses & Land Development Regulations
- Socioeconomic Analysis
- Real Estate Market, Trends, and Gap Analysis
- Context Analysis & Classification
- Neighborhood & District Analysis
- Gentrification & Displacement Analysis
- Transportation System & Parking Analysis
- Parks & Public Space Analysis
- The City's new Strategic Plan

ACTIVITIES

In addition to specific special demonstration projects, recommendations and visions identified in the Plan, the CRA will be empowered to provide and may fund certain activities to further carry out the themes and principles of the Plan. Leveraging the private sector to the maximum extent and close coordination, cooperation and communication with other public and semi-public agencies is critical for the CRA to be most efficient with its redevelopment efforts.

In accordance with the limitations set forth in §163.387, Florida Statutes, the CRA may help directly stimulate and support private investment in new real estate development, property improvements, new business and infrastructure and may choose to offer financial incentives to fill the economic gap and stimulate redevelopment.

Property Acquisition

To help further the purposes of the Plan, the CRA may acquire property either for current or future redevelopment opportunities. The acquisition of property necessary to carry out the themes and principles of the Plan may be authorized by the CRA and City Council on a site-by-site basis or pursuant to established program policies and guidelines.

The CRA may also pay for related costs, including but not limited to, transaction costs, site clearance, demolition (with Council approval), and repairs.

Business Relocation¹

The CRA may assist existing businesses within the Redevelopment Area to relocate in order to make way for redevelopment activities consistent with The Plan.

Environmental Improvements

Properties within the Redevelopment Area are known or are perceived to contain environmental contamination. The CRA is empowered to provide funding to cover costs associated with environmental cleanup in support of the redevelopment of such properties with approval by the CRA on a site-by-site basis or pursuant to established program policies and guidelines.

Prepare Sites For Redevelopment

The CRA may prepare or cause to be prepared as building and development sites, any property in the Redevelopment Area owned or acquired by the CRA, the City or any other person, in order to redevelop the site in accordance with the Plan. Such site preparation may include, but is not limited to demolition, building rehabilitation, building relocation, infrastructure, utilities, environmental cleanup and grading. Demolition may be pre-authorized by the CRA and City Council either on a site-by-site basis or pursuant to established program policies and guidelines.

¹ Note: Limitation on assisting non-displaced businesses to relocate into the CRA, per AGO 2009-32. See 163.387(6)(c)(4); 163.370(2)(k), F.S..

Market Research And Site Due Diligence

The CRA may fund planning, surveys, and financial analysis efforts in order to assess market conditions and feasibility for redevelopment of the Redevelopment Area or for specific projects.

Property Disposition

The CRA is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. To the extent permitted by law, the CRA is authorized, with the approval of City Council, to dispose of real property by negotiated sale, lease, or donation.

The leases, deeds, contracts, agreements, declarations of restrictions and other legal instruments relative to any real property interest conveyed by the CRA may contain restrictions, covenants, covenants running with the land, conditions subsequent, equitable servitudes, or such other provisions necessary to carry out the Plan and meet the objectives of the CRA.

The CRA also may pay for costs associated with the disposition of property, including but not limited advertisement for disposition, the solicitation process, and transaction costs.

Building Demolition, Rehabilitation, Reuse and Relocation

Demolition

The CRA may demolish, clear, or move buildings, structures and other improvements from any real property in the Redevelopment Area which it has acquired and as may be necessary to carry out the purpose of the Plan with the approval of City Council either on a site-by-site basis or pursuant to established program policies and guidelines.

Building Rehabilitation And Reuse²

The CRA may rehabilitate, redevelop and/or improve property for reuse. The CRA may work with the owner(s) and/or tenants through a joint venture to redevelop, reuse and/or rehabilitate such structures (ex. Commercial Property Improvements Program).

Relocation³

If a particular structure which is in an area that is proposed for redevelopment is determined by the City and/or the CRA as worthy of being preserved, the CRA may, if they determine preservation is feasible, authorize funding necessary to move the structure to another location within or outside the redevelopment area.

Additionally, the CRA may fund relocation assistance on a case-by-case basis as may be necessary to carry out the Plan.

² Note: TIF may not be utilized for recruitment activities it is constitutes a “promotional” or “marketing” activity.

³ Note: Limitation on relocation of buildings per AGO 2009-32.

Property Management and Maintenance

Property Management

The CRA may manage property in furtherance of the principals and themes of the plan either directly or indirectly through the employment of agents, employees, independent contractors, companies or other persons.

Landscape & Site Maintenance

The CRA undertakes projects, both future and past, that require maintenance once the project is completed and open to the public. The CRA may employ maintenance services either directly or indirectly through the employment of agents, employees, independent contractors, companies or other persons.

Public Improvements, Beautification & Infrastructure

The Plan identifies specific public improvement projects to be implemented. In addition, the CRA may undertake and fund, in cooperation with public and private partners, public infrastructure improvements throughout the Redevelopment Area. These projects are not designed to replace funding already allocated for capital improvements in the area but rather to augment them. Projects should be multifaceted, accomplishing several goals outlined in the prioritization criteria found within the Implementation section of the Plan. Projects may be authorized by the CRA on a project-by-project basis or pursuant to established program policies and guidelines.

Allowable improvements include the following:

- Streetscapes – including a combination of street improvements such as, paving, striping, curb & gutter, signalization, signage, street trees, landscaping, lighting and/or sidewalks.
- Pedestrian & bike improvements – such as sidewalks, crosswalks, trails, lighting, furnishings, bike racks, etc.
- Landscaping & hardscaping.
- Parking improvements – provision for off-street parking, parking structures (public and private), parking lot improvements (landscaping, lighting, striping, paving); public parking facilities and public/private parking joint ventures.
- Open space, parks and public space enhancements – Including but not limited to, parks, plazas, passages, trails, boardwalks and recreation facilities.
- Transit – trolley, bus, bus rapid transit (BRT), ferry, water taxi, rail, etc. located within the district.
- Public Art – when in conjunction with broader development or infrastructure projects.
- Waterfront & bay improvements – bulkheads, docks, marina slips, boardwalks and promenades, erosion control, etc.
- Utility upgrades – Upgrades to water, gas, sanitary sewer, phone, data, electric and other utilities when in conjunction with or in furtherance of broader development or infrastructure projects.

- Overhead utility relocation – relocation of overhead utilities shall be coordinated with utility electric company, phone, cable and data providers and the City when in conjunction with or in furtherance of broader development or infrastructure projects.
- Storm water management – storm water treatment (bio-swales, rain gardens, BMPs), detention, retention and conveyance when in conjunction with broader development or infrastructure projects.
- Environmental improvements – hazardous material cleanup, bay water-quality improvements, erosion control, etc. in preparation for broader development or infrastructure projects.
- Signage – District identification, district gateway, wayfinding, etc. in conjunction with or in furtherance of broader development or infrastructure projects.

Dissemination of Information

The CRA may undertake efforts to inform the public and stakeholders of CRA efforts to remedy slum and blighted areas as well as those specific opportunities available under CRA programs. Information may be disseminated via a number of methods, including but not limited to print and electronic means.

Community Policing Innovations

The CRA may fund Community policing innovations, as defined under Chapter 163, Part III, Florida Statutes, to target or deter criminal activity within a community redevelopment area.

Administration and Professional Consulting Services

The CRA is empowered to fund all operational, management and administrative activities of the Agency including, but not limited to, employees' salaries and benefits, equipment, supplies, software and vehicles.

The CRA is empowered to hire private consultants for expert and temporary services to carry out the Plan, including all planning and analysis activities necessary for implementation and decision making.

Not-for Profit Entity⁴

The CRA is empowered to create a not-for-profit entity to facilitate receipt of outside source funding for purposes of implementing the CRA Plan.

⁴ Note: The CRA may create a non-profit but may not use TIF funds for its creation.

INTRODUCTION TO THE EASTSIDE

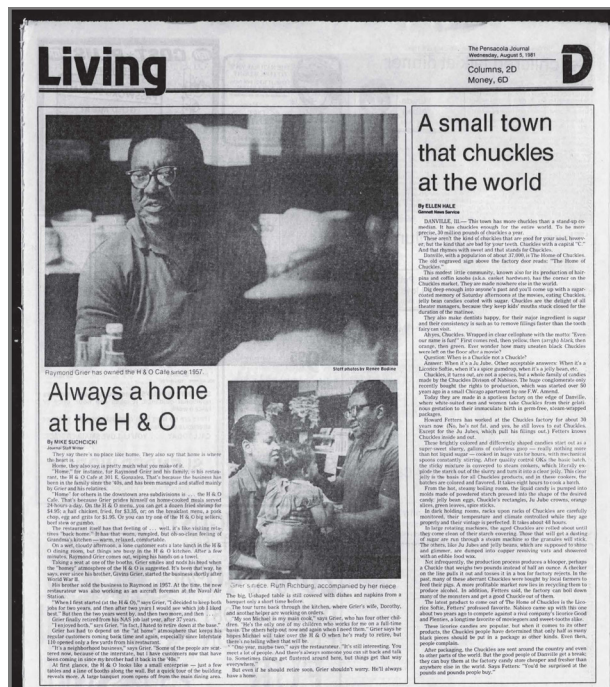
The Eastside occupies an important part of Pensacola's history as one of the neighborhoods where many prominent African Americans lived and had thriving businesses. Daniel Chappie James, Jr., the first Black four-star general in the American military, and Spencer Bibbs, the first Black Superintendent of Schools, are just two among the dozens of individuals who hold an important role in Black history. The neighborhood was racially integrated in the early 1940s and continued to thrive until a portion of the neighborhood was demolished to make way for I-110. Known as the "Lost Community", this section of the neighborhood existed in Pensacola until the late 1970s when the construction of Interstate 110 uprooted long-established businesses, residences, and churches.

While the effects of urban renewal are evident throughout the Eastside, its residents have been working for decades to address the blight in the neighborhood and encourage reinvestment. The Eastside Neighborhood Association was established in 1999 and began work on the Eastside Neighborhood Plan, which was completed in 2004. That plan outlined key priority areas that remain relevant today:

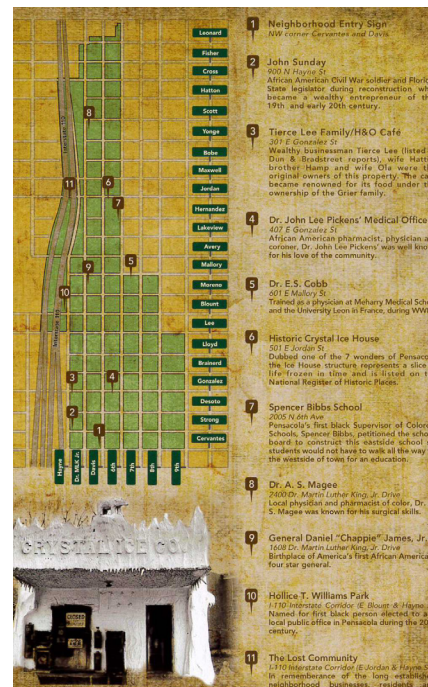
- Infrastructure improvements;
- Housing, Land Use & Historic Preservation;
- Parks, Recreation & Public Safety.



Spencer Bibbs Center



Historic H&O Restaurant



African-America Heritage Trail

EASTSIDE VISION

This CRA Plan Update entailed understanding where the Eastside is today and what is still needed to restore the Eastside to the thriving neighborhood it once was. Recent efforts include the construction of the park of Hollice T. Williams Park and the creation of a Neighborhood African American Heritage Trail to tell the story of prominent African Americans in Pensacola. While some challenges remain, there are strong community partners and advocates, including the Eastside Neighborhood Association, the East Pensacola Student Athlete Program, the E.S. Cobb Center, and Movement for Change, to name a few, who remain committed to making the vision of residents a reality. Community leaders are working together to tell the stories of the Eastside, prioritize residents in the redevelopment of the neighborhood, and ensure that the remaining fabric of this neighborhood is preserved.

The following elements from prior planning remain relevant and should anchor reinvestment in the Eastside. Over the coming years, reinvestment efforts should continue to address how to:

- Share the history of the Eastside, preserve structures of historical significance and minimize demolition;
- Address the high-speed traffic and appearance and safety of Dr. Martin Luther King Jr. Drive and the Davis Street corridors;
- Complement the unique architectural character of the neighborhood while encouraging compatible commercial development that will provide access to daily needs and other amenities;
- Provide affordable housing and ensure residents can stay in the neighborhood;
- Reimagine Hollice T. Williams Park in a manner that brings the neighborhood together and addresses the needs of current residents.



Community pool



Eastside home



Movement for Change building

HOW TO USE THIS CRA PLAN

PLAN ORGANIZATION

The Eastside CRA Plan Update is one of three parallel plan updates for each of the CRA Districts. Some high-level goals and policies overlap more than one district, but each Plan Update is tailored to specifically target the visions, opportunities, and implementation goals of the community in each district. Each Plan Update is structurally aligned for ease of use by the CRA throughout the implementation of these plans.

Introduction

This chapter provides an overview of the CRA's role and responsibilities specific to the Eastside. Also described is the alignment of the CRA Plan Updates with the city's 10-year strategic plan, *Strive to Thrive: Pensacola 2035*.

Planning Process

This chapter summarizes the robust community engagement process conducted by the CRA and the consultant team. Overall summaries of community feedback can be found in this chapter, with more detailed inventory of community feedback for reference in the Appendix.

Analysis

This chapter contains detailed analysis of the demographics, market potential, physical conditions, political boundaries, and transportation systems specific to the Eastside CRA District.

Recommendations

This chapter contains an index of all policy, program, and project recommendations that are either new or updated from past plans, categorized by the following topics:

- Land Use, Zoning, and Special District
- Economic Development
- Neighborhood Development
- Housing
- Transportation, Streets, and Parking
- Open Space and Community Amenities

This chapter also includes a selection of Special Demonstration Projects, which serve to illustrate the potential impact of the implementation of collections of recommendations. These pages are intended to be "one-stop-shops" for potential actionable initiatives, but do not require exact conformity and do not represent the entirety of potential impactful projects for the district.

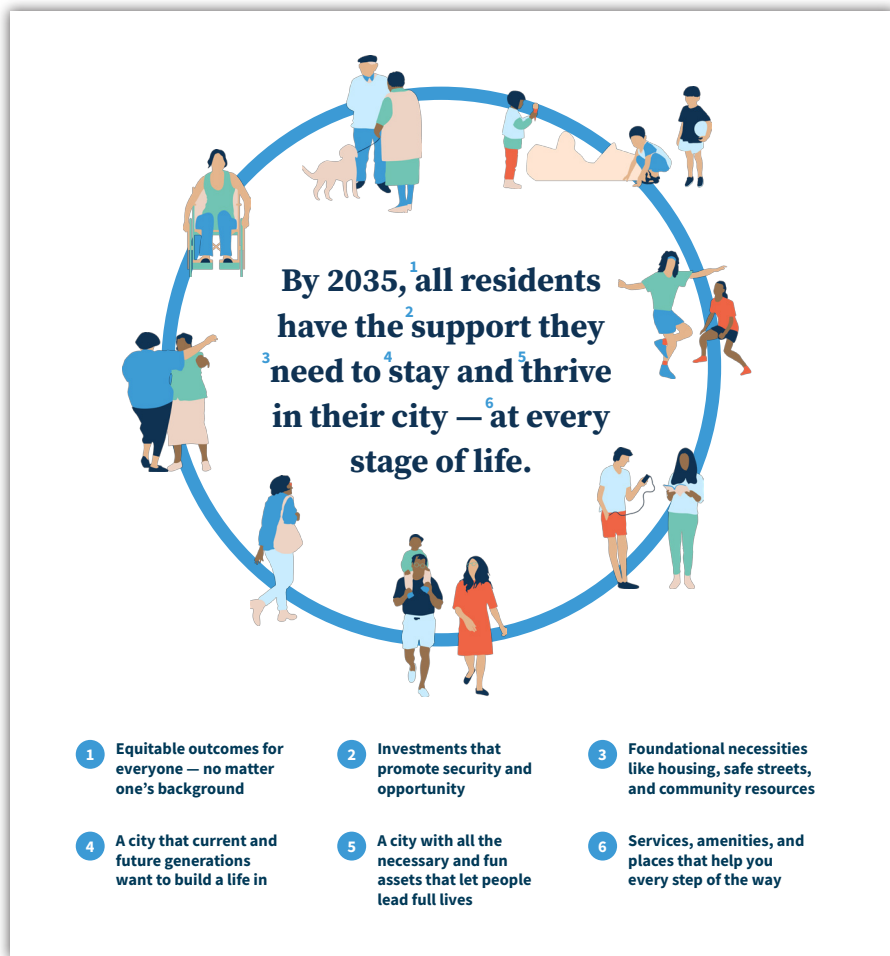
Impacts and Projections

This chapter describes the impact of recommendations on neighborhoods, provides a preliminary list of priority projects, and TIF revenue projections.

Appendices

The appendices provide detailed background and studies that were produced or collected throughout the process and informed the recommendations, including:

- Summary of Step 1 Engagement
- Summary of Step 2 Engagement
- Demographics and Market Analysis
- CRA Funding Resources
- Sidewalk Prioritization
- Micromobility Area Map
- Cost and Impact Countermeasures
- Transportation Analysis



Vision Statement from the Strategic Plan

STRATEGIC PLAN

Eight goals were developed through this extensive engagement and analysis process that will guide priorities in Pensacola over the next 10 years:

- Attainable Housing for All Income Levels
- Support for Youth Experiences
- More Walkable, Mixed-Use Districts
- Thriving Innovation and Businesses
- Safe Streets for All Mobilities
- Resilient Waterfront and Neighborhoods
- Public Spaces that Connect Communities
- Neighborhoods that Celebrate Culture and Honor Legacy

ALIGNMENT WITH THE STRATEGIC PLAN

Strive to Thrive, Pensacola's 2035 Strategic Plan, is intended to create consensus around a shared community vision and build a strategic foundation to build towards this vision. The Strategic Plan is a summary of the needs and opportunities of the entire City of Pensacola and provides recommendations for a variety of initiatives that particular city departments (i.e. Mayor's Office, City of Pensacola Public Works & Engineering Department, Housing Department, Sustainability & Resiliency Department, etc.) could lead in order to achieve these goals city-wide.

The City's strategic plan is a tool to guide city government's decision-making and ensure that strategic initiatives add up to achieve the broader goals and values of the Pensacola community. The City's community redevelopment plans align with the strategic plan and identify specific projects and activities authorized for the expenditure of Tax Incremental Financing (TIF) within the Urban Core, Westside and Eastside districts. The redevelopment plans are statutorily required for the expenditure of TIF funding under Chapter 163, Part III, Florida Statutes.



PLANNING PROCESS

OVERALL PROCESS

PROCESS OVERVIEW

The process to develop this plan began in 2023 and builds on the past plans for the Westside and an extensive engagement process with residents and stakeholders. A rigorous step-by-step process was followed, incorporating multiple rounds of community engagement to guide the development of the recommendations. The process for the Westside CRA Plan ran concurrently with the plans for the Urban Core and the Eastside, with dedicated opportunities for residents of each local area to provide input and feedback on the plan initiatives for each specific area. Below is a summary of the engagement that took place:

- Over 900 comments received from more than 270 participants at the community meetings;
- Over 200 comments from pop-up neighborhood workshops;
- Over 750 comments from 213 contributors on the interactive map.

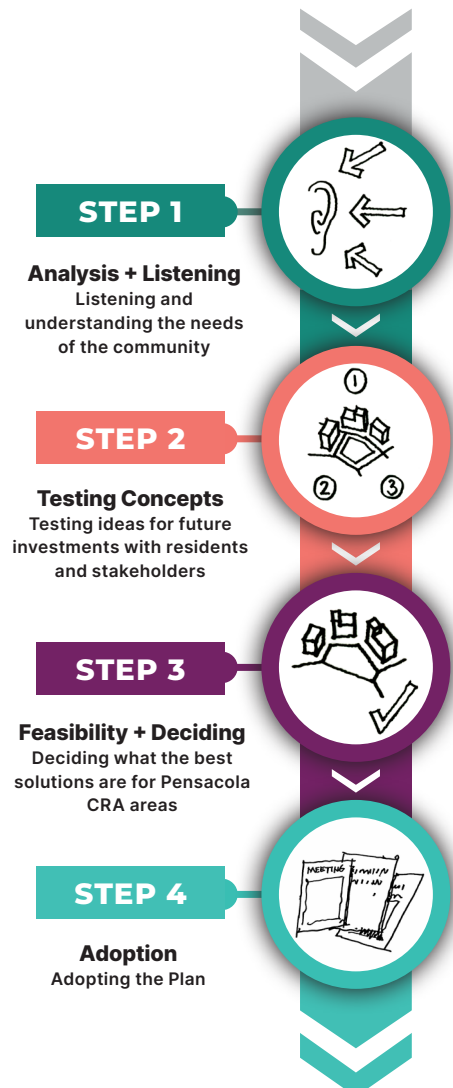
Step 1: Analysis + Listening

The first step in this process involved meeting with community members, local business owners, and stakeholders to understand strengths and challenges and to receive suggestions about neighborhood improvements. In addition to reviewing existing plans and studies, this step also included:

- Listening Workshop #1 (May 28th-31st) — included stakeholder meetings;
- Online Interactive Map (May 28th-August 23rd) — to gather input from the public;
- Virtual Workshop (June);
- Neighborhood Association Luncheon (July 22nd);
- Vibe & Conversation — Belmont-DeVilliers (July 23rd);
- Cobb Center Summer Kids Camp Pop-Up (August 1st);
- Cobb Center Senior Bingo (August 2nd);
- Fricker Center Summer Kids Camp Pop-Up (August 5th);
- Coffee Conversation — Pensacola Library (August 7);
- Fricker Center Senior Bingo (August 9th);
- Pizza & Conversations — Lost Pizza (August 12th);
- Environmental & Waterways, Parks & Amenities, and Developers Virtual Meeting – (August 14th).



Listening Workshop #1



Step 2: Testing Concepts

During this step, the team held a planning workshop to test concepts for priority projects in the neighborhood, such as housing and retail, and street and park improvements. Opportunities for feedback included:

- Four-day Testing Workshop (in-person);
- Digital surveys after Steps 1 and 2.

Step 3: Feasibility & Deciding

This step entailed reviewing what we learned from the Testing Workshop and subsequent survey, and documenting the preferred plan for the Eastside, including:

- Draft Plan Development;
- Two-day Implementation Workshop to get input on the Draft Plan.

Step 4: Adoption

The final steps of this process include:

- March – presentation to the CRA & recommendation from the Eastside redevelopment board;
- April – approval by the CRA;
- May – consistency review with the compilation plan by Planning Board;
- June – adoption by City Council.

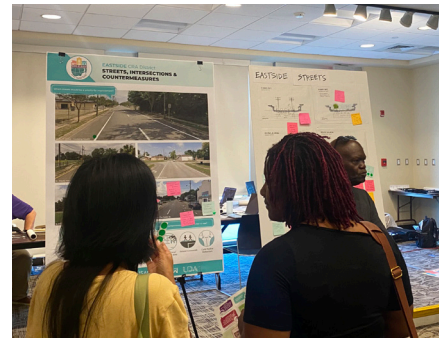
COMMUNITY ENGAGEMENT STRATEGIES

This CRA Plan Update is anchored in the input received from Eastside residents about what is most needed in the neighborhood. The CRA team collaborated with the Eastside Neighborhood Association to identify opportunities for engagement with Eastside residents and stakeholders.

In order to maximize opportunities for participation, the team held multiple in-person and virtual events throughout the process. The CRA team also hosted additional engagement events (see Appendix) to meet people at existing gatherings and places of business. It was important to listen to residents about the existing conditions and key issues to address, while also establishing feedback loops to evaluate potential project ideas and opportunities for investment.

Ongoing communication was a core principle of this process. A CRA Plan website was established at the outset, and the following tools were used to keep participants up to date on the process:

- Regular website updates;
- Sign up via the website;
- Email updates to those that signed up on website, or at an in-person meeting;
- Digital surveys after each step of the process;
- Social media updates via Instagram and Facebook.



Testing Workshop

STAKEHOLDER GROUPS

- Workforce
- Housing
- Environment & Waterways
- Parks & Open Space
- Arts & Culture
- Neighborhood Associations
- Transportation
- Community Support organizations

WHAT WE HEARD

STEP 1: LISTENING

A core part of Step 1 was hearing from current residents & stakeholders, and engaging with the Eastside Neighborhood Association to understand the needs of the neighborhood and current priorities. This step included a three-day Listening Workshop, stakeholder meetings, and the launch of an interactive map to understand existing strengths and challenges, and gather an understanding of where the CRA should invest in the future. The appendix includes a full list of engagement touch points in this step of the process.

The Listening Workshop #1 which took place May 28th-31st included a series of public meetings and stakeholder meetings to gather input on the following topics:

- Strengths, Weaknesses, Opportunities — to understand the best places, problem areas, and where people would like to see something happen.
- Parks, Amenities, & Retail Destinations — to identify the places people visit most often.
- Transportation & Stormwater — to understand how people get around, identify problem streets, and areas that flood.

ENGAGEMENT TOUCH POINTS

LISTENING WORKSHOP

May 28th (6:30-8:00 PM @ Spring Street Library)

STAKEHOLDER MEETINGS

51 organizations participated across 9 stakeholder groups

INTERACTIVE MAP

Over 750 comments from 213 contributors



Listening Workshop #1

The following is a summary of what we learned during this step and the factors that informed the recommendations in the CRA Plan.

Strengths to Build On

- Neighborhood history — the Eastside was home to important African Americans and has many historically and culturally significant sites;
- Historical and educational institutions (Chappie James Museum & Flight Academy, Movement for Change);
- Parks and community centers that offer activities and resources for families, children of all ages, and seniors (including Magee Field);
- Existing architectural character.

Major Concerns

- Lack of affordable, accessible grocery store;
- Lack of neighborhood-serving retail offering everyday goods & services;
- Existing parks are not well-maintained and difficult to walk to;
- Noise and air pollution from I-110 on the adjacent neighborhood;
- Vacant/rundown buildings and lots make the area feel unsafe and detract from the existing character;
- Poor bike and pedestrian connections to amenities and downtown;
- Lack of public amenities (i.e. bathrooms);
- Existing infrastructure is inadequate, leading to drainage issues & flooding;
- Speeding traffic;
- Littering.

Opportunities for Investment

- Additional amenities and programming for existing community centers & parks in the neighborhood;
- Create a safe community (better lighting, neighborhood watch);
- Celebrate the history of the area through public art, signage, building preservation, and education;
- Create safe pedestrian and bike connections to neighborhood amenities;
- Create a wide variety of parks with different uses and programming;
- Build affordable housing;
- Ensure existing residents have a say in the future of the Eastside.



Chappie James Museum & Flight Academy



Crystal Ice Company Building



Magee Field

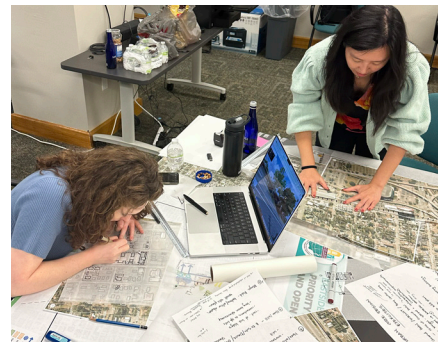
STEP 2: TESTING CONCEPTS

Based on what we learned in Step 1, the team tested ideas for potential projects in the Eastside, which included:

- MLK & Davis conversion to the original 2-way street network;
- Restoration of the Ice House as a gathering space and marketplace ;
- Infill housing, opportunities for residential and commercial renovations;
- Enhancements to cultural landmarks such as the E.S. Cobb Resource Center;
- Opportunities to celebrate the unique history and character of the Eastside through gateways, public art, and branding;
- Safety enhancements;
- Small business incubation and capacity building.

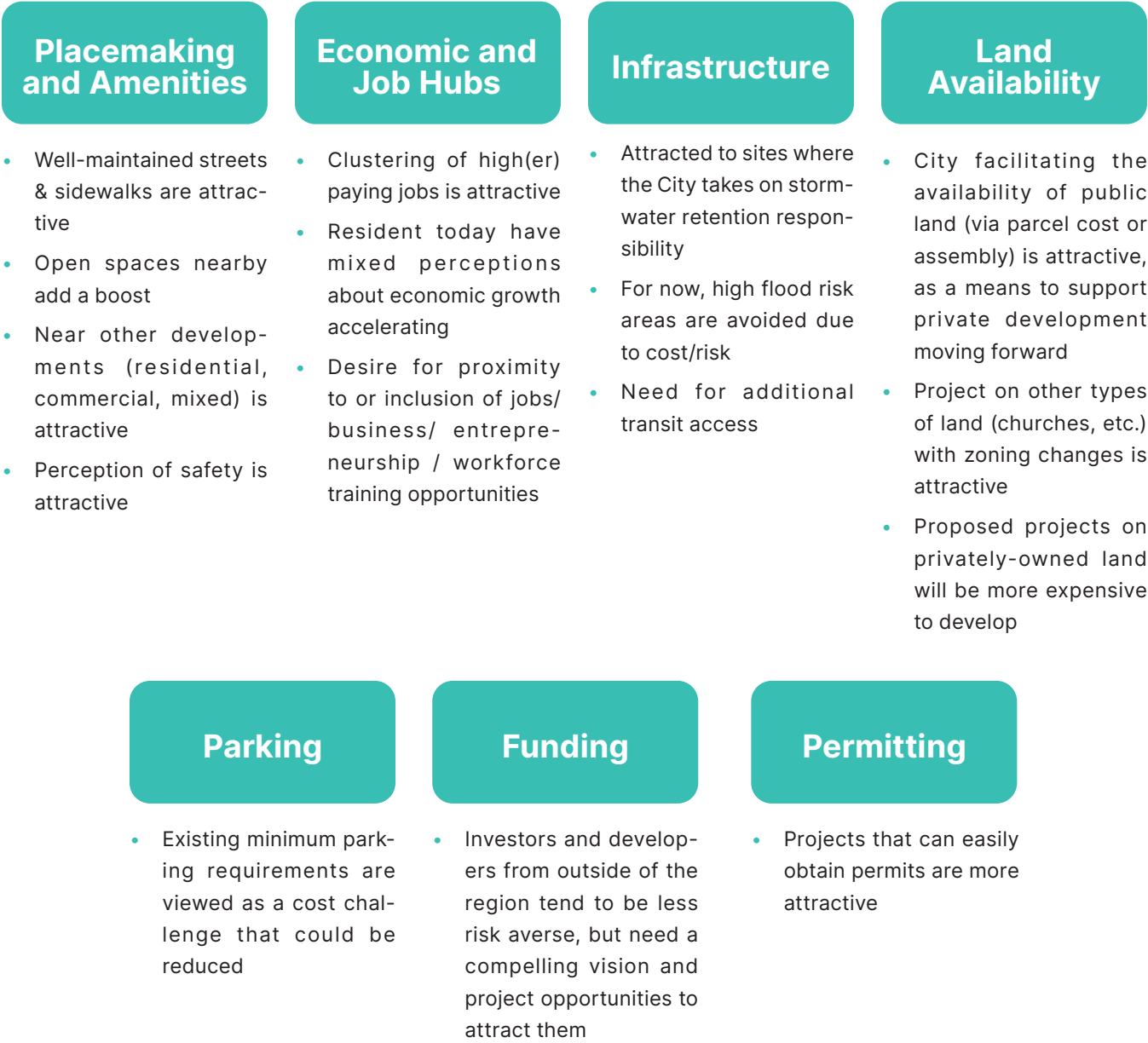
STEPS 3 & 4: FINALIZING THE PLAN

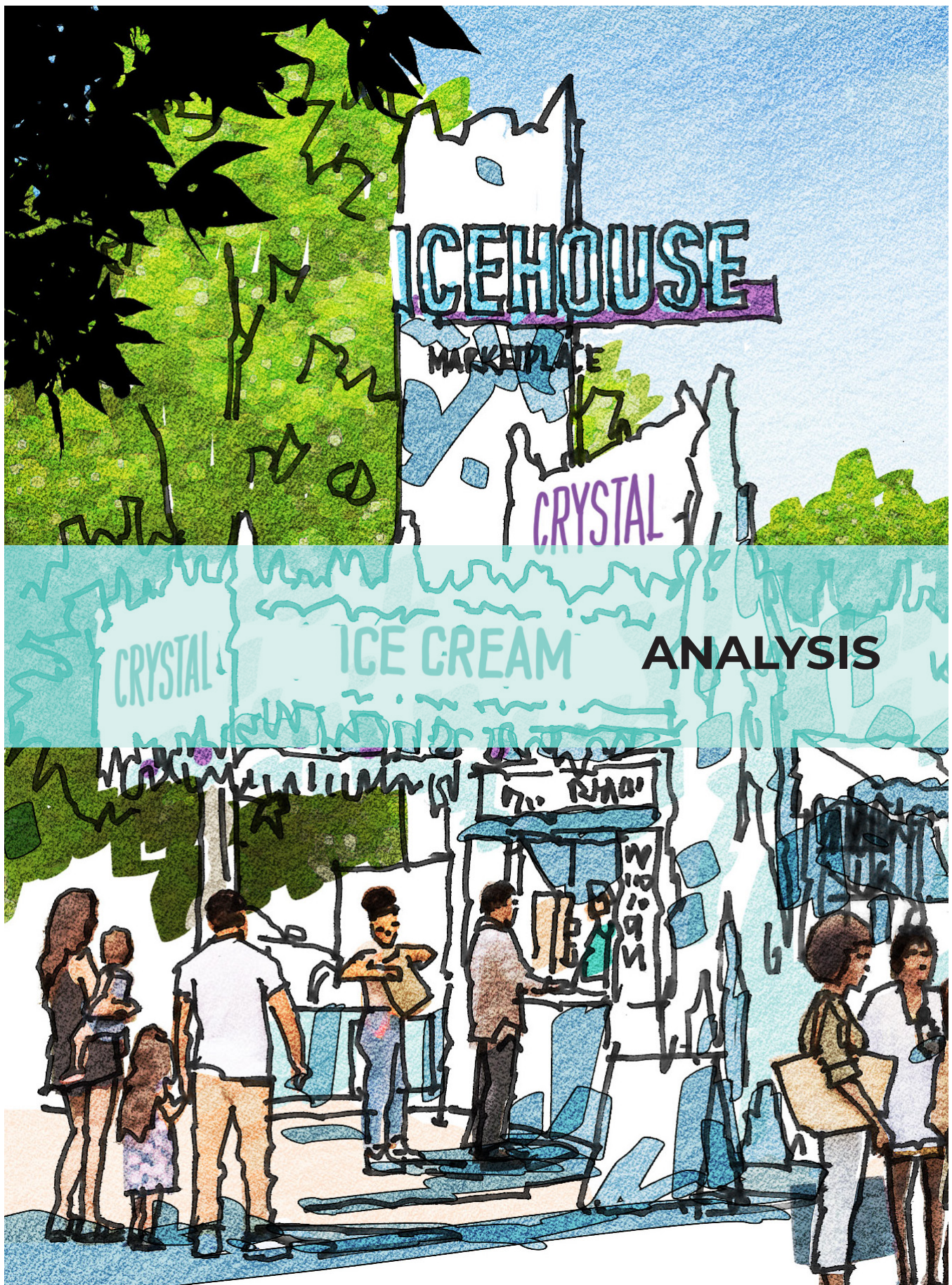
The final steps of the process included refining the project ideas to prioritize investment in the neighborhood. The final plan reflects input from residents regarding the most impactful opportunities for improvement.



Testing Workshop

Developer Feedback: Important Factors





DEMOGRAPHICS AND MARKET ANALYSIS SUMMARY

Analyzing the existing demographics and market conditions of the CRA Districts was an essential step, laying the foundation for effective recommendations for policies, programs, and projects. This analysis was conducted across all three CRA Districts simultaneously, but also narrowed in on each district to identify specific conditions per district.

The intent of this analysis was to:

- Analyze demographics of each CRA District;
- Identify primary community stressors;
- Identify opportunities in the market;
- Determine the potential impacts of development in each district in order to prevent the displacement of residents and businesses;
- Provide priorities for designers and policymakers to make positive impacts and avoid negative impacts on the community.

DEMOGRAPHICS AND SOCIOECONOMICS

Resident Demographics

The Metropolitan statistical area (MSA) where Pensacola sits has a steadily growing population (1.1% annual average growth rate from 2020 to 2024, similar to the state's overall trend at 1.3% per year in the same period). The MSA's population is younger than the state's overall (40.3 vs 43.5 in median age), an asset that the City leverages for job creation and economic development.

In the Eastside CRA District specifically, as of 2024, there are over 1,000 residents residing in the District, with a population density (3,165 per square mile) significantly higher than the city (2,375 per square mile) and the MSA (320 per square mile). The District's population has been stable (0.1% annual average growth rate from 2020 to 2024), and the median age is significantly lower than that in the MSA (37.5 vs 40.3).

Income and Affordability

At the regional level, Pensacola MSA's median household income is on par with and slightly higher than the state's (\$76k vs \$75k), while the MSA's median home prices tend to be lower than the state average (\$331k vs \$392k). Hence the MSA has a much higher affordability index, which takes into consideration both price and income factors, than the state (93 vs 75). Housing affordability index, developed by ESRI Business Analyst based on Census data, indicates the relative affordability of a place; an index greater than 100 suggests homes are easily afforded by the average area resident, and an index less than 100 suggests that homes are less affordable. In terms of poverty, the city's and the MSA's poverty rates are on par with the state's level (all around 12%-14%).

Statistic	State	MSA	County	City	Eastside	Westside	Urban Core
Resident Demographics							
Population (2024)	22,779,514	534,840	329,878	54,094	1,269	6,192	3,825
Density (population per square mile) (2024)	425	320	502	2,375	3,165	3,419	1,935
Annual average population growth rate (2000-2020)	1.3%	1.1%	0.5%	-0.2%	0.1%	-0.2%	0.6%
Median age (2024)	43.5	40.3	39.9	43.5	37.5	42.1	46.8
Income and Affordability							
Median home value (2024)	\$391,816	\$300,875	\$303,143	\$354,287	\$267,157	\$208,696	\$505,696
Median household income (2024)	\$74,715	\$75,688	\$64,816	\$69,067	\$37,906	\$26,158	\$71,036
Percentage of households below the poverty level (2022)	13%	12%	14%	14%	25%	38%	11%
Vacancy rate (2022)	13%	12%	13%	11%	21%	15%	24%
ESRI Housing Affordability Index (2024)	75	93	87	79	58	51	57
Percentage of owner-occupied housing (2024)	66%	69%	64%	61%	54%	37%	54%
Jobs, Businesses, and Employment							
Total businesses (2024)	1,073,557	18,933	13,451	4,804	65	463	1,658
Total employees (2024)	9,448,528	229,861	186,682	58,160	649	6,475	19,450
Average annual employment growth rate (2010-2022)	2.2%	0.4%	0.2%	-0.2%	-0.4%	1.6%	0.5%
Average size of business (employees per business) (2024)	9	12	14	12	10	14	12
Share of population age 25+ with bachelor's degree of higher (2024)	35%	32%	31%	43%	32%	20%	50%

Data source: ESRI Business Analyst; American Community Survey

In the Eastside CRA District specifically, as of 2024, the homeownership rate is lower than the MSA (54% vs 69%). The District’s median home price is lower than the MSA (\$267k vs \$331k), but so is its median household income (\$38k vs \$76k). Therefore, the affordability index in the District is lower than that in the MSA (58 vs 93), pointing to the need for both increased income and attainable housing. The poverty rate in this district (25%) is higher than the city average (14%), hence residents in this area might be particularly vulnerable to major market fluctuations.

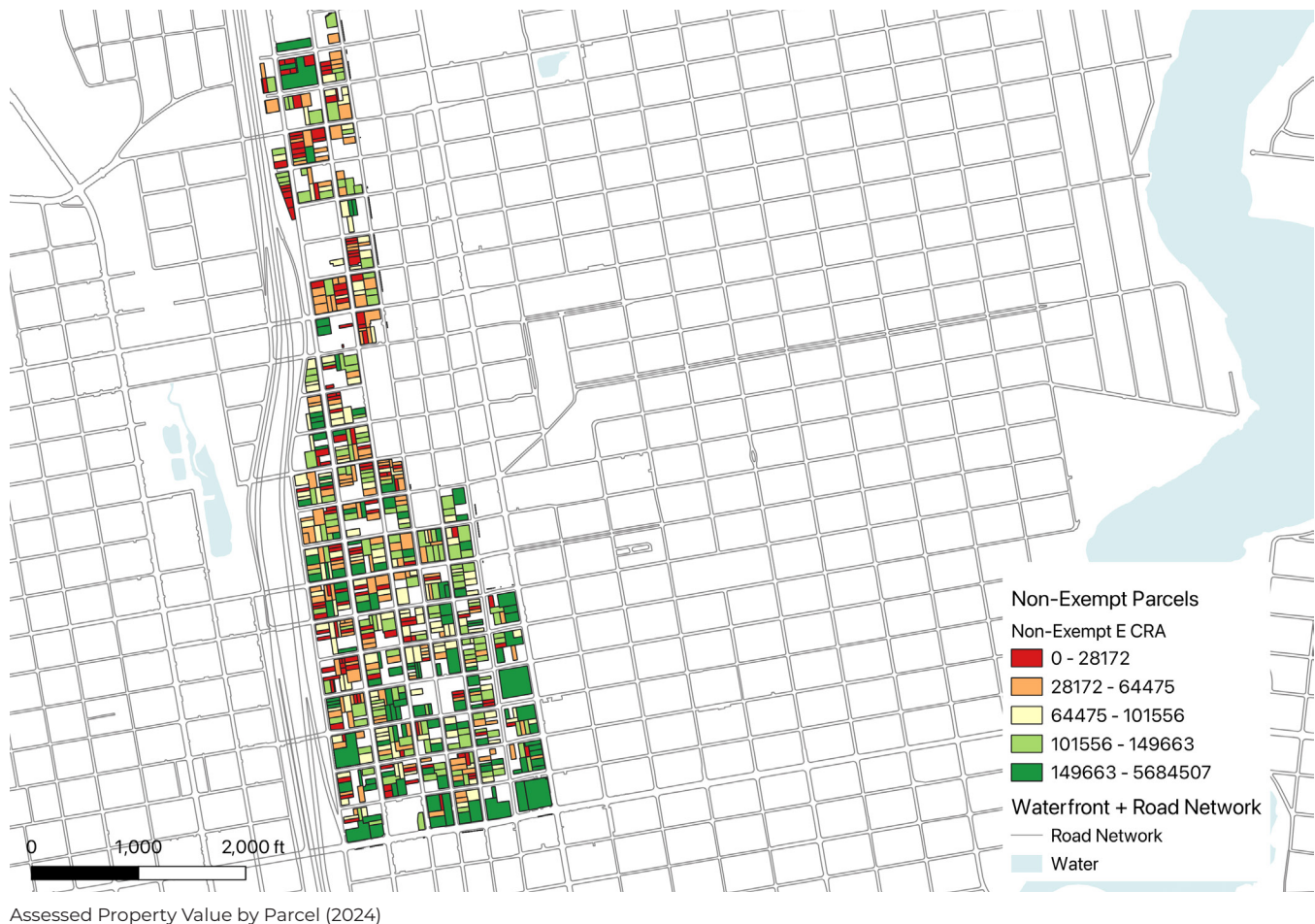
ANALYSIS

Jobs, Business, and Employment

In the region, the military has been a major employment driver, together with key sectors such as professional services, education, healthcare, tourism, and public administration. The city is a job hub in the area, with an employee to resident ratio of 1.1 to 1 (compared to the 0.4 to 1 ratio in the MSA). In terms of job growth, the MSA and the city have seen relatively stagnant growth (0.4% and -0.2% on average per year since 2010) compared to the state (2.2%). In terms of residents' access to jobs, the city has a higher educational attainment than the MSA, measured by the share of population above 25 years old with a Bachelor's degree or higher (43% vs 32%).

In the Eastside CRA District specifically, as of 2024, the area is more residential than the city as a whole, with the employee to resident ratio of 0.5 to 1. The educational attainment of residents in the District tends to be lower than that in the city as a whole (32% of District residents above 25 years old have a Bachelor's degree or higher, compared to the city's 43%). The District's median income is lower than the city median (\$38k vs \$69k), indicating a need for greater access to upskilling and quality job opportunities.

All these statistics and more are further detailed in the Appendix.



REAL ESTATE MARKET

Housing Market

Compared to the MSA, the city has a slightly lower share of single-family homes in the total housing market (73% vs 80%), and a higher share of small-sized multi-unit housing (11% vs 7%); the shares of larger structures are similar at the city and the MSA levels (both around 5%-6%). The city's pace of building new housing, however, is slower than the MSA, as 6% of the city's housing stock was built in 2010 or later, whereas the statistic in the MSA is 13%. The city's vacancy rate is on par with the MSA's (11%-12%). In terms of price, the median home value in the city is slightly higher than the MSA (\$354k vs \$330k), while median rent in the city is lower than that in the MSA (\$1,144 vs \$1,260).

In the Eastside CRA District, housing is predominantly single-family (84%). 8% of the total housing in the district was built after 2010, a slightly higher share than the city (6%) but still lower than the MSA (13%). Vacancy rate is higher than the city average (21% vs 11%), and median home value (\$267k) and median rent (\$841) are both significantly lower than the city medians.

Commercial Market

The city has a high concentration of office, retail and hospitality assets in the region, with the city's commercial space (measured by SF or unit) to population ratios being 7 times as high as those in the MSA and state. For office, the city's current vacancy rate (2%), on par with the MSA's level (3%), is significantly lower than the state's (8%); new construction and absorption activities in the city have been relatively low. For retail, vacancy rates at the city, MSA and state levels are similar (all around 3%); there is currently more new retail under construction in the city than new office construction. In the hospitality sector, the city's current occupancy rate (62%) is on par with the state's (63%), both slightly lower than the state average (70%); there are several new hotel developments under construction or in the pipeline within the city.

The Eastside CRA District has low office presence and no existing hotels, but the district's retail spaces are noticeable (131,000 square feet) with a low vacancy rate (1%), indicating the potential need for commercial spaces that suit neighborhood character and can help grow local small businesses.

Property Value Analysis

The data for this analysis was obtained from the City and included a comprehensive list of assessed parcels within each Community Redevelopment Area (CRA). To ensure an accurate representation of taxable properties, all parcels with a noted exemption status or public ownership were removed from the dataset. This filtering process allowed for a focused analysis of non-exempt parcels, providing a clearer picture of the assessed property values within each CRA.

Statistic	State	MSA	County	City	Eastside	Westside	Urban Core
Housing Market							
Total Housing Units (2022)	9,075,148	206,688	136,891	27,066	761	3,253	1,983
Share, 1-2 units per building (2022)	67%	80%	76%	73%	84%	59%	65%
Share, 3-9 units per building (2022)	10%	7%	9%	11%	11%	13%	7%
Share, 10-50 units per building (2022)	12%	5%	7%	6%	0%	7%	10%
Share, 50+ units per building (2022)	9%	5%	5%	6%	0%	13%	12%
Median year built (2022)	1987	1988	1983	1972	1955	1965	1966
Share, units built after 2010	11%	13%	10%	6%	8%	11%	11%
Vacancy rate, all housing (2022)	16%	12%	13%	11%	21%	15%	24%
Median home value (2024)	\$391,816	\$330,875	\$303,143	\$354,287	\$267,157	\$208,696	\$500,696
Median rent (2024)	\$1,580	\$1,260	\$1,203	\$1,144	\$841	\$620	\$1,736
Commercial Market							
Office, inventory in square feet (2025)	780,000,000	17,700,000	15,800,000	15,400,000	21,500	511,000	4,100,000
Office, vacancy (2025)	8%	3%	2%	2%	0%	0%	2%
Office, under construction in square feet (2025)	5,300,000	5000	0	0	0	0	0
Retail, inventory in square feet (2025)	1,300,000,000	32,500,000	23,900,000	22,600,000	131,000	595,000	1,400,000
Retail, vacancy (2025)	3%	3%	3%	3%	1%	2%	3%
Retail, under construction in square feet (2025)	6,400,000	153,000	153,000	153,000	0	0	0
Hospitality, inventory in rooms (2025)	508,244	9,892	8,783	7,115	N/A	26	795
Hospitality, occupancy rate (2025)	70%	63%	63%	62%	N/A	51%	69%
Hospitality, under construction in rooms (2025)	16,976	200	98	98	N/A	0	0

Data source: ESRI Business Analyst; American Community Survey; CoStar

The Eastside CRA has a total assessed value of \$89 million across 759 non-exempt parcels, with an average assessed value of \$118k. The highest-valued property is assessed at \$6 million. Compared to other CRA districts, this CRA consists of smaller and lower-value properties, including single-family residential and underdeveloped commercial areas. Many of the lowest property values are clustered beneath the I-110 overpass at the Hollice T. Williams Park and scattered throughout the district, and highest property values are clustered around the edges of the CRA.



Kindel Media

MARKET OPPORTUNITIES

Based on the assessment of the regional and local socioeconomic and market conditions, the following potential strategies are identified to further drive the city's economic development efforts:

- **Public realm strategy:** Induce and organize private development with investments in parks, open spaces, high-quality streets and sidewalks, and amenities. In the planning and implementation strategy, be mindful of gentrification and displacement risks.
- **Strategic development sites:** Identify shovel-ready development and/or adaptive reuse sites as demonstration projects. Attract private investments with streamlined site assemblage and community-supported visions.
- **Incentives:** Motivate private investments where ROI is currently too low relative to competition from other

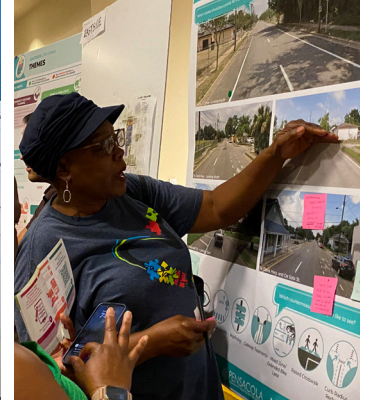
regions. Consider the following when designing and implementing potential incentive programs:

1. Tie the applicants' qualifying criteria to KPIs aligned with key policy goals and the City's Strategic Plan;
2. Conduct cost-benefit analysis to determine the programs' fiscal impact;
3. Consider a broad array of incentive tools - in addition to fiscal tools, consider zoning policies, land contribution, and permitting and regulatory relief as part of the toolkit;
4. Consider a phased approach to test the programs in specific high-priority areas before expanding their application;
5. Consider combine guidance on community benefits agreement with incentive design to ensure fairness and preempt gentrification concerns;

6. Leverage state and federal programs to maximize the impact of local programs.

- **Economic opportunities and well-being:** Continue to leverage workforce training partnerships as well as education programs to prepare residents for high-quality careers and attract businesses. Uplift residents with access to fresh food, health, and social services. Improve the perception of public safety. These improvements also help attract further private investments.

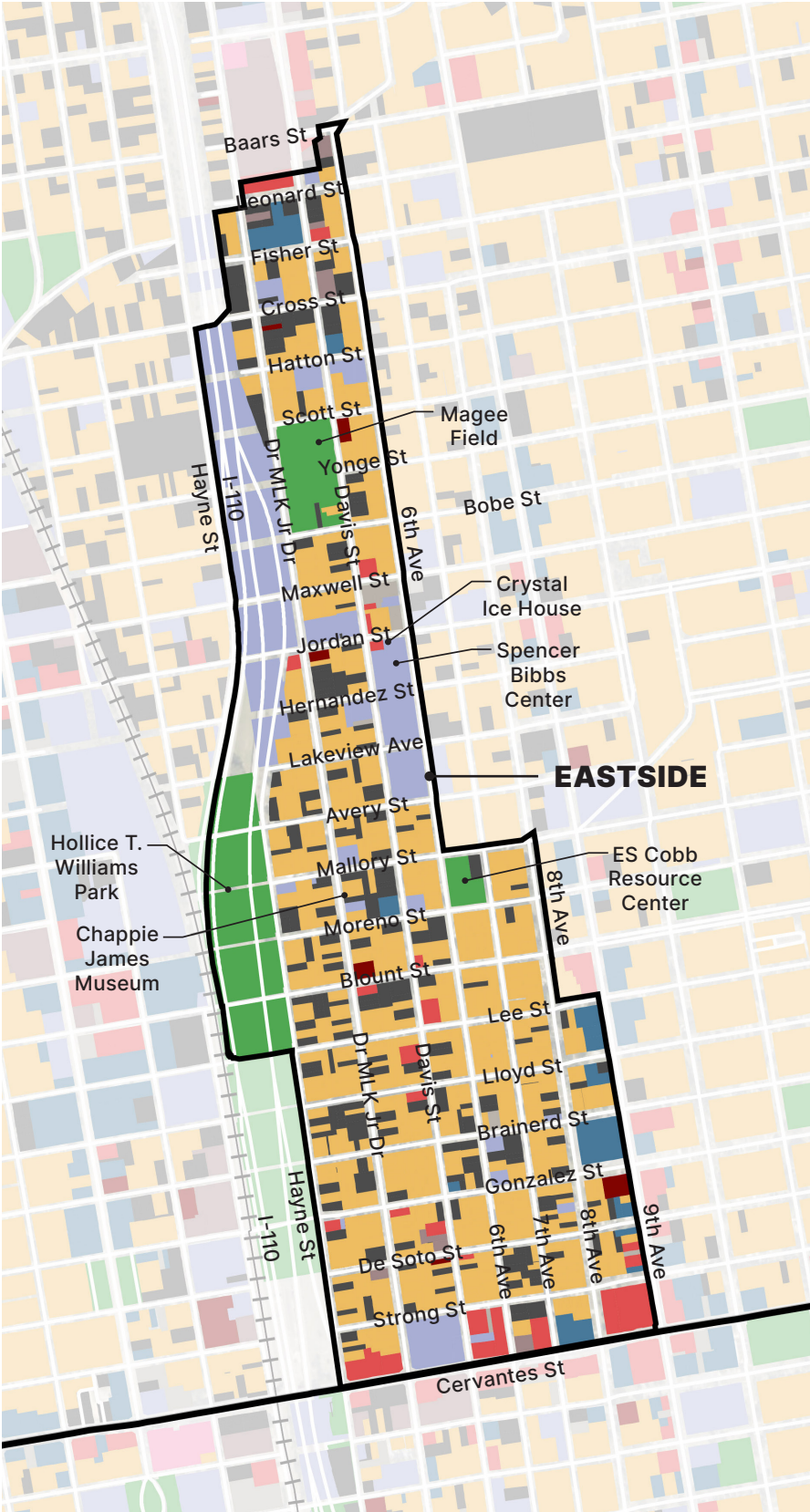
PHYSICAL PATTERNS



Mapping patterns during the workshop helps reveal objective conditions and prove residents' anecdotal experiences

PATTERN ANALYSIS OVERVIEW

The following series of diagrams is intended to reveal key characteristics and opportunities about the community by isolating both physical and zoning elements such as land use designations, street typologies, open space amenities, vacancies, distinct classifications, and more. Identifying patterns through these standardized analytical plan diagrams helps to target specific community place-based needs and opportunities.



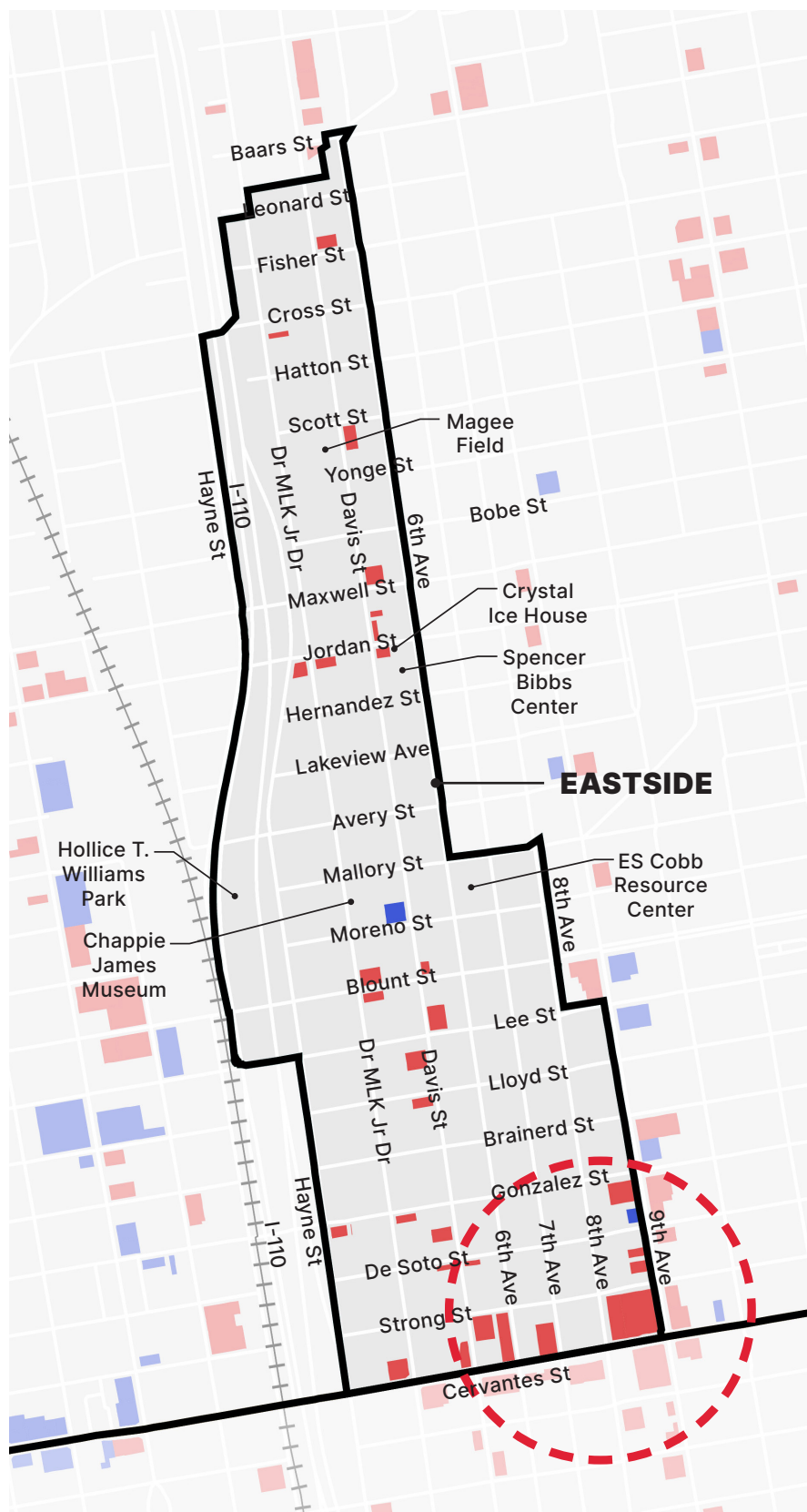
EXISTING LAND USES

The primary existing land use in the Eastside is residential. Retail and commercial uses line Cervantes Street at the southern boundary and are located throughout the district, in particular along N Davis Highway and N 9th Avenue. The small geography and predominantly residential uses in the Eastside district are challenges for TIF revenue generation.

ANALYSIS

Open Space	12.23%
Hotel/Lodging	—
Residential	33.21%
Institutional	21.58%
Industrial	1.85%
Retail/Commercial	3.01%
Office	2.53%
Mixed-Use	0.55%
Parking Lots	0.49%
Vacant	11.28%
Public Rights-of-Way	13.27%
Water	—

Map created using ESRI GIS Data from City of Pensacola, January 2024

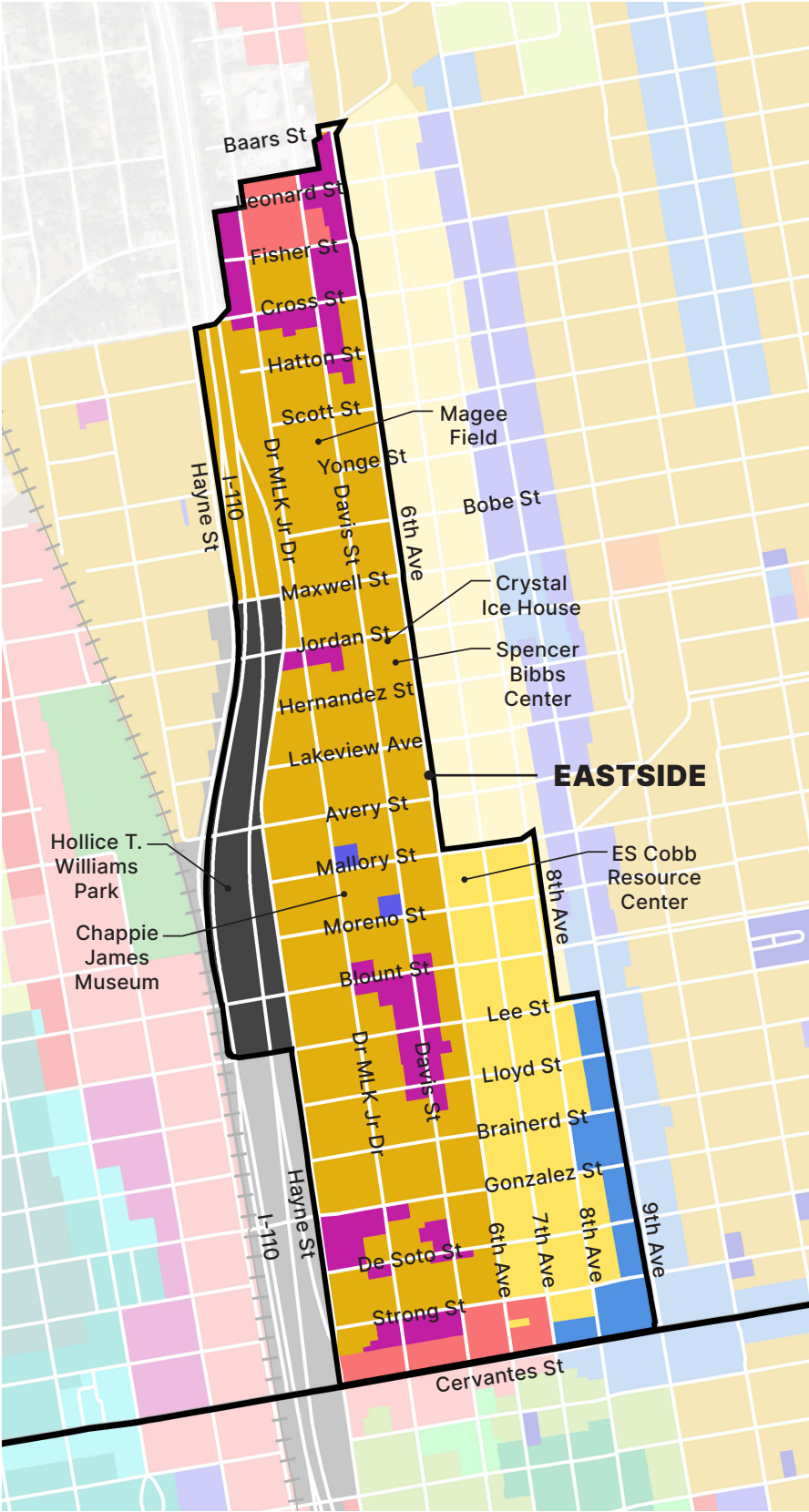


COMMERCIAL & RETAIL USES

The Eastside CRA District has the least commercial land use of the three CRA Districts. Retail and commercial uses line Cervantes Street at the southern boundary of the district, and are located throughout the district, in particular along N Davis Highway and N 9th Avenue. While not concentrated, the retail and commercial uses throughout the Eastside represent important cultural and social institutions, many of them minority-owned and serving the residents of the district.

- Retail/Commercial Use
- Commercial Office Use
- ⬢ Commercial Centers

Map created using ESRI GIS Data from City of Pensacola, January 2024

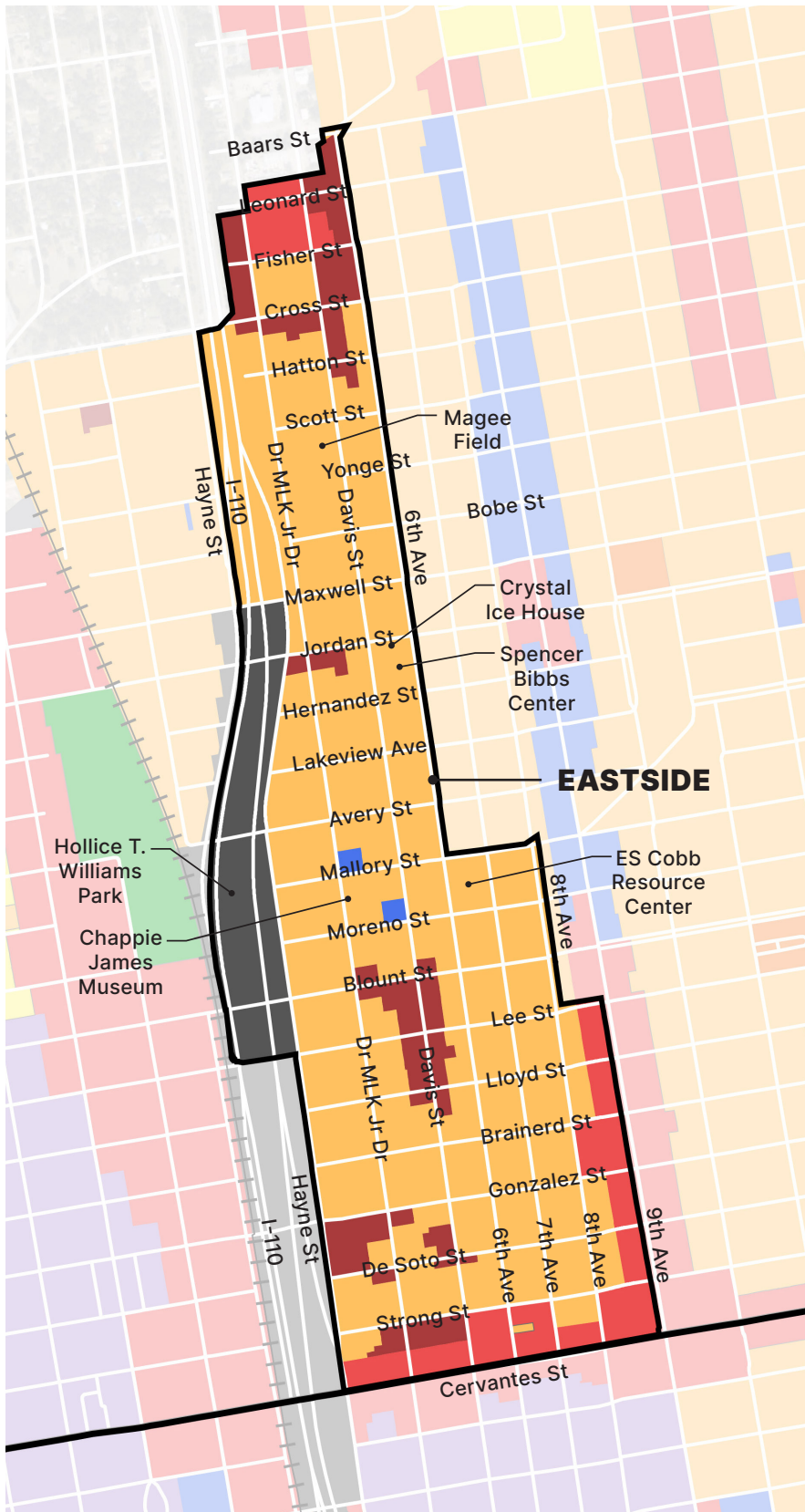


ZONING

The Eastside CRA District is largely zoned lower-density residential with some small pockets of Residential/Neighborhood Commercial zoning. Cervantes Street to the south is zoned Commercial (C-3) and 9th Avenue to the southeast is zoned Retail Commercial (C-1). The majority of the western boundary is zoned as Interstate Corridor.

ANALYSIS

Map created using ESRI GIS Data from City of Pensacola, January 2024



FUTURE LAND USE

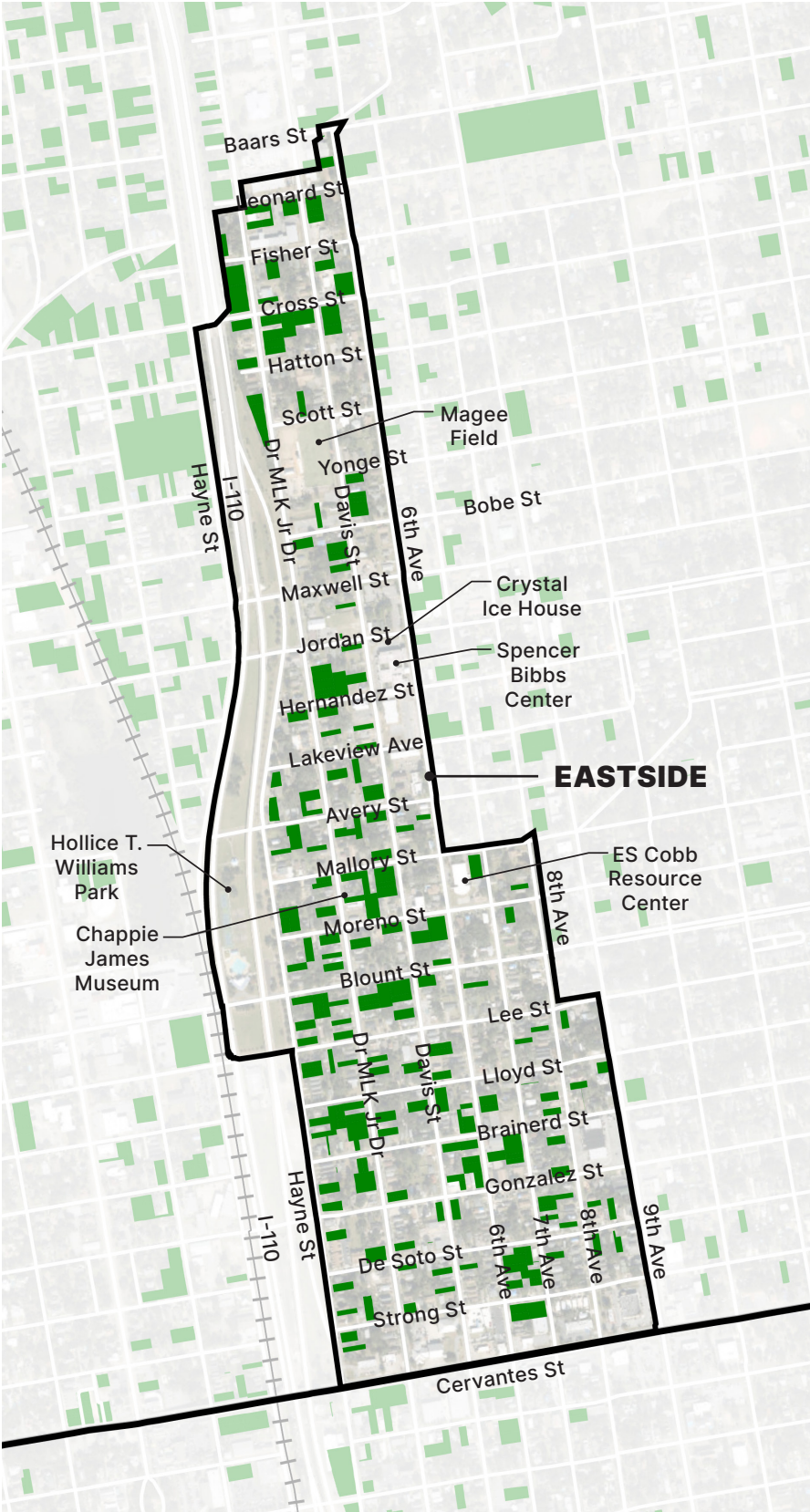
The City of Pensacola Land Development Code (LDC) establishes the intended future land uses for districts and parcels. The City is currently in the process of revising the LDC, and the map to the left may change with future updates. The full range of future land use categories are listed below.

■	Conservation Land Use (CO)
■	Low-Density Residential Land Use (LDR)
■	Medium-Density Residential Land Use (MDR)
■	High-Density Residential Land Use (HDR)
■	Office Land Use (O)
■	Residential/Neighborhood Commercial Land Use (RNC)
■	Commercial Land Use (C)
■	Industrial Land Use (ID)
■	Historic and Preservation Land Use (HP)
■	Redevelopment Land Use (R)
■	Business (B)
■	Interstate Corridor (IC)

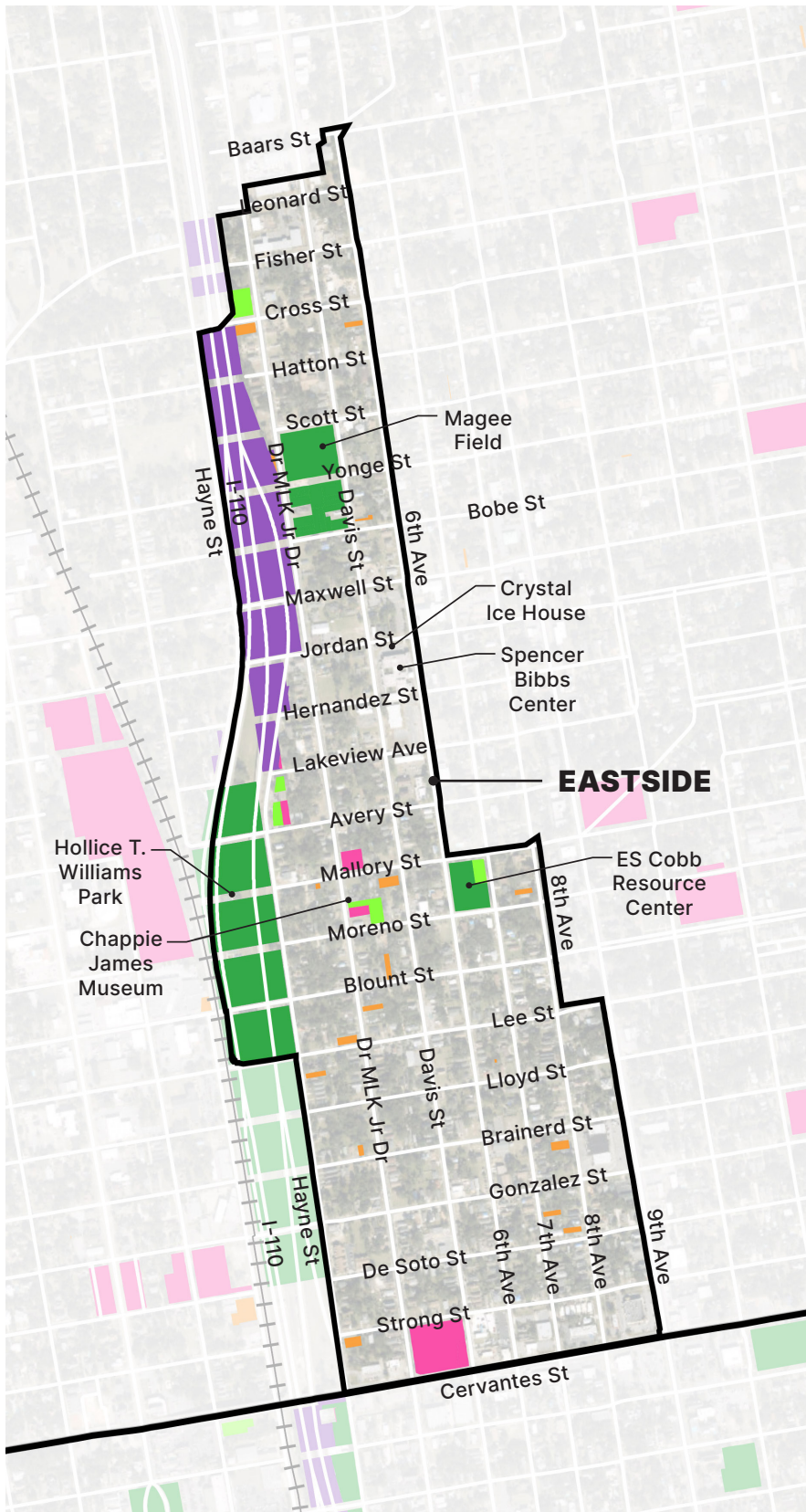
Map created using ESRI GIS Data from City of Pensacola, January 2024

VACANCY

Approximately eleven percent of the land in the Eastside CRA District is vacant. These are unoccupied lots that are not being used for their intended purpose. Most of the vacancies are small, single-family lots scattered throughout the entire district area. The vacancies create fragmented development patterns and lessen the value of the existing homes.



Map created using ESRI GIS Data from City of Pensacola, January 2024



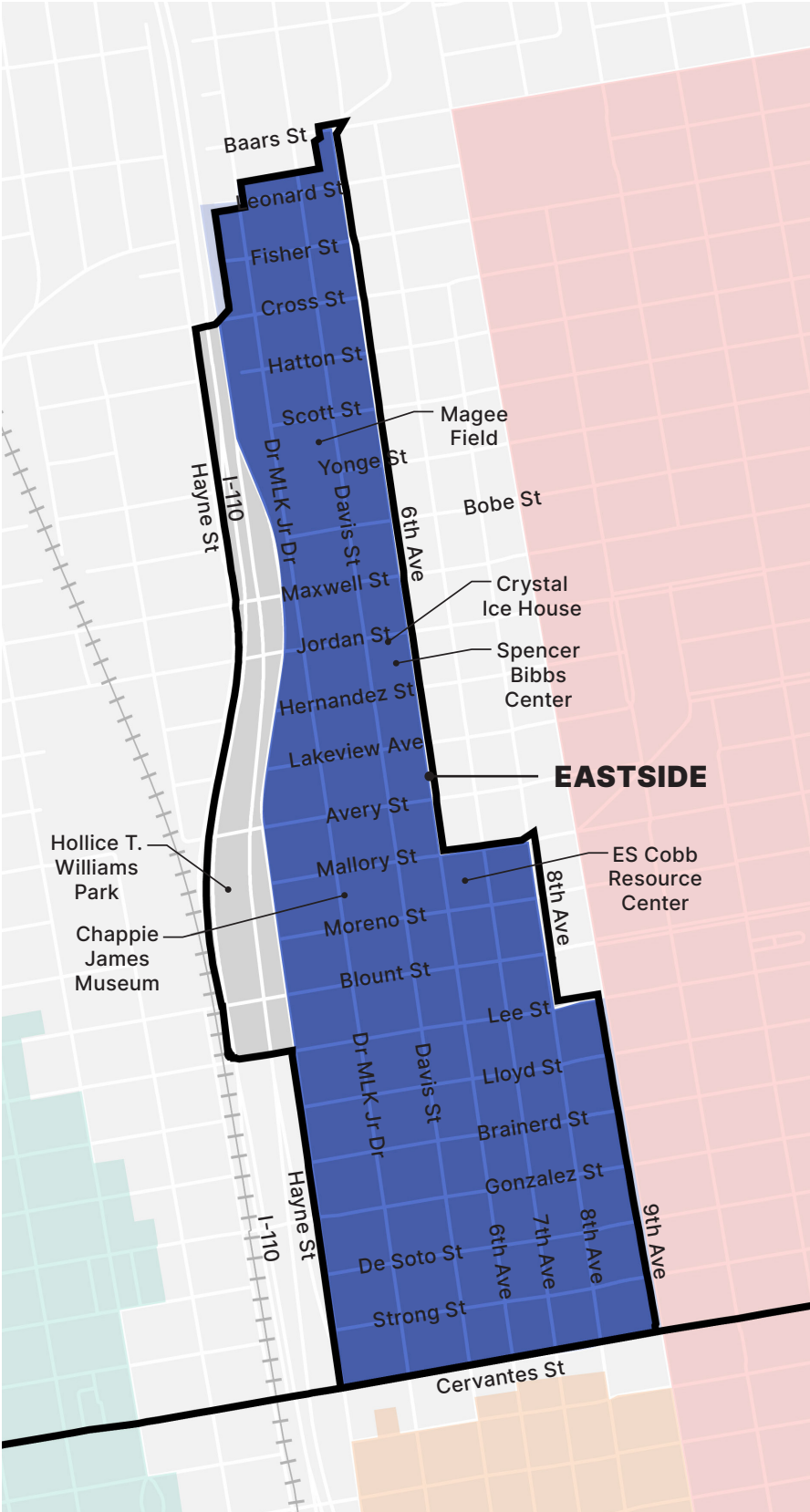
PUBLICLY-OWNED LAND

Publicly-owned land is an important asset. It can incentivize development that benefits the community and be used to create amenities such as open spaces and recreation facilities. The majority of the publicly-owned land in the Eastside CRA District is part of Hollice T. Williams Park, Magee Field, or the EB Cobb Resource Center. The City-owned block on Cervantes Street is the Fire Department headquarters and station. There are not currently publicly-owned development sites in the Eastside CRA.

Map created using ESRI GIS Data from City of Pensacola, January 2024

NEIGHBORHOODS

The Eastside neighborhood stretches almost the entirety of the Eastside CRA District. It is a historically African American neighborhood and is home to many important figures such as Daniel "Chappie" James, Jr. Residents have worked tirelessly to preserve and celebrate the cultural impact of the area through the African American Heritage Trail.



ANALYSIS

Map created using ESRI GIS Data from City of Pensacola, January 2024



HISTORIC DISTRICTS

Because of Pensacola's long history, there are many areas that are historically and archaeologically important.

There are no historic districts currently located in the Eastside CRA District. This does not mean there are no historically-significant properties, structures, or sites; however, there are no protected preservation areas currently.

UNIQUE DISTRICTS & OVERLAYS

There are several unique zoning districts, resource protection overlays, and other overlays that require sensitive design and enhanced access in the City of Pensacola. The Eastside CRA District includes the CRA Urban Design Overlay and Wellhead Protection Areas.

CRA Urban Design Overlay

The CRA Urban Design Overlay area covers all of the Eastside CRA District. The purpose of the district is to improve the visual appearance of these areas, while preserving the urban and architectural character. The regulations support replacing blighted properties with quality, pedestrian-oriented development and encourages a mix of uses that can support a variety of locally-oriented businesses and cultural institutions.

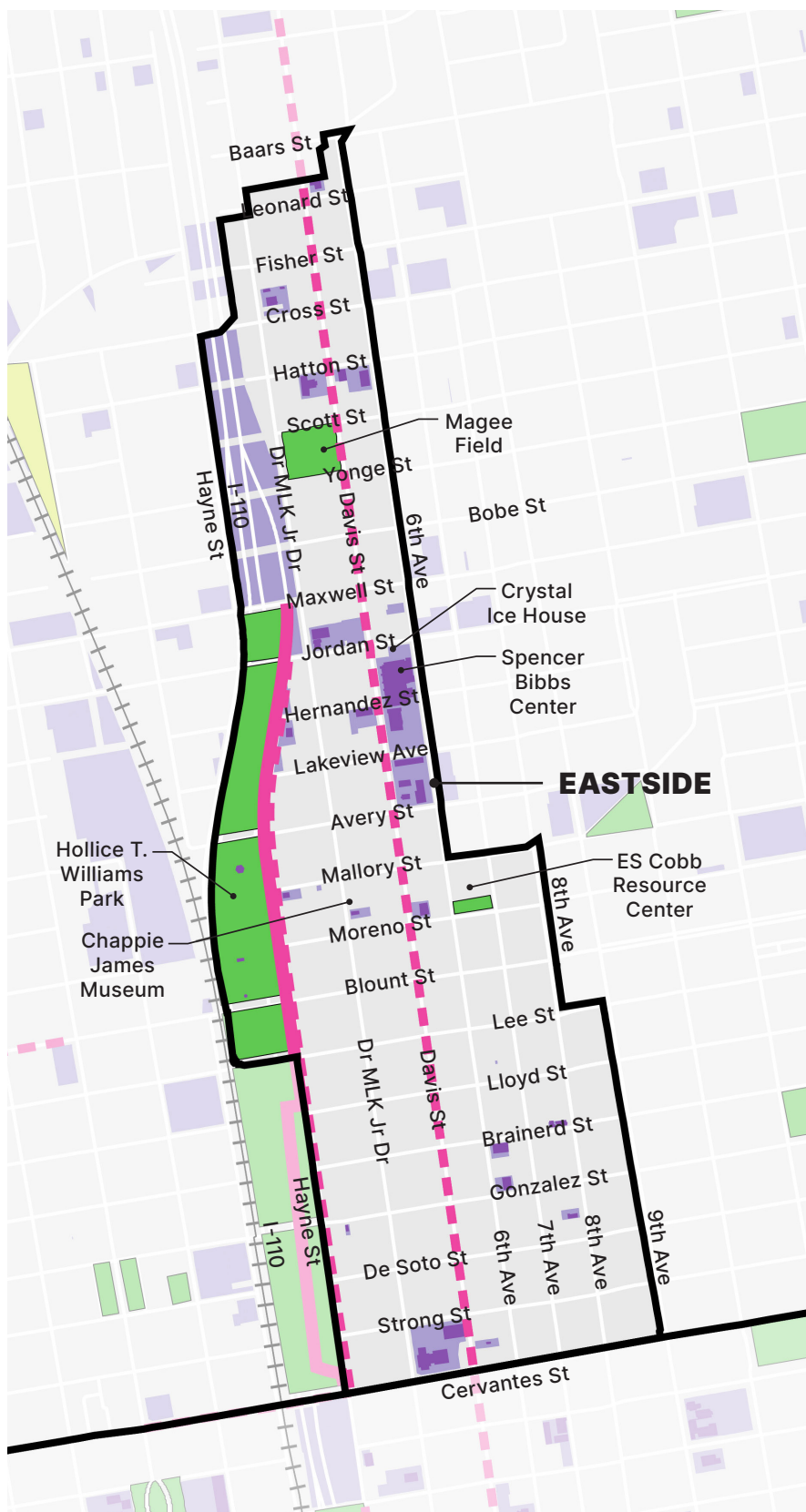
Wellhead Protection Area

Two Wellhead Protection Areas overlap into the Eastside CRA District. These areas are established to protect underground-based sources of drinking water. The goal is to protect the ground area around public water supply wells from contamination.



- Wellhead Protection Area
- CRA Urban Design Overlay

Map created using GoMaps 4.0 GIS Data from City of Pensacola, September 2024



PARKS, OPEN SPACE, AND AMENITIES

The CRA Districts include various parks, open spaces, and public amenities that enhance the livability and desirability of these areas. The following inventory lists all of the open space and recreation amenities in the Eastside CRA District.

- Hollice T. Williams Park
- Magee Field

Further analysis should categorize the parks as passive versus active open space and show how future planned open space connections could better link the existing parks, open space, and amenities to ensure that all parks and open spaces are utilized appropriately and contain amenities that are well-maintained by the city and well-used by the community.

Map created using ESRI GIS Data from City of Pensacola, January 2024

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ANALYSIS

TRANSPORTATION ANALYSIS SUMMARY

EXISTING CONDITIONS

Understanding the existing conditions of transportation infrastructure and usage establishes a foundation for developing near-, medium-, and long- term recommendations to ensure that all residents enjoy safe and comfortable mobility options. This assessment was assembled from a variety of sources, including city and FDOT traffic and crash data, previous plans, and resident comments.

Geography & Layout

The Eastside district is geographically very narrow. Major roadways separate and divide the district making walkability and connectivity a challenge. Major north-south connectors to and from downtown are the one-way couplets Dr. Martin Luther King, Jr. Drive and N Davis Highway. This one way pair becomes the main access point to I-110 and lacks traffic calming measures that improve safety and well being for pedestrians and cyclists.

Pedestrian & Bicycle Facilities

There are many challenges with the pedestrian and bicycle infrastructure in the Eastside. The lack of crosswalks, bicycle lanes, and maintenance of these facilities further amplifies barriers to safety and comfort by residents.

Although there is a general lack of facilities in the Eastside, this district does happen to contain the longest segment of continuous bike lane in the city along N Davis Highway. But despite its length, both ends of this bike lane are dead ends in undesirable locations and there are no east-west connections that provide dedicated bicycle infrastructure.

Roadway Safety

The widths of rights-of-way in the Eastside are relatively narrow, indicative of the city's age and the primarily residential nature of this CRA District.

Additionally, the allocation of space within rights-of-way tends to favor space for cars over any other form of travel. Drivers tend to drive faster as lanes widen, further decreasing the safety of pedestrians, bicyclists, and the drivers themselves.

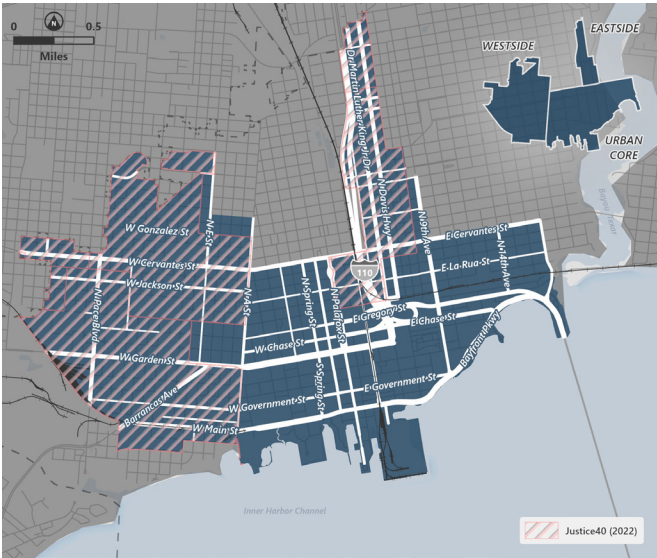
The Active Transportation Plan (ATP) adopted in 2023 identified the intersection of Dr. Martin Luther King, Jr. Drive and E Blount Street as one of the top five "high crash intersections" within the CRA Districts. Additionally, the Emerald Coast Regional Council Safe Streets and Roads For All Safety Action Plan (December 2024) identifies N Davis Highway as a Tier-1 Priority High-Injury Network roadway.



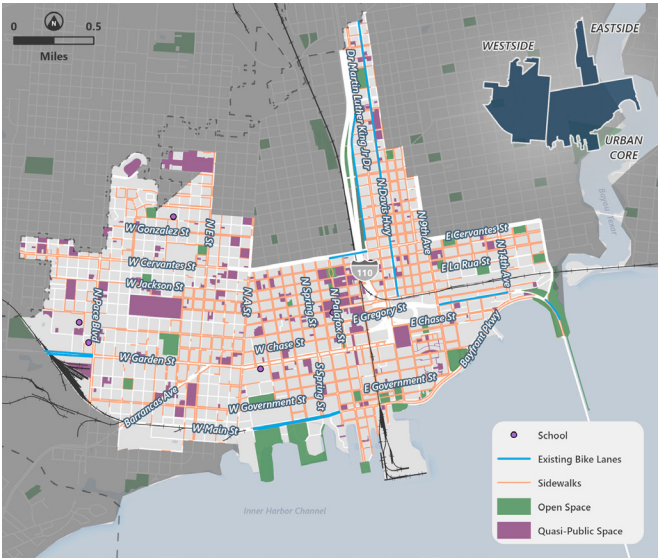
WHAT IS WALKABILITY?

Walkability is a term that refers to the ease and ability to access amenities on foot. Great urban places tend to be very walkable, meaning that residents and visitors are able to walk (or use mobility aids) to safely and comfortably reach destinations like shops, daily services, parks, schools, employment centers, and more. Ideally, making a place more walkable will translate into more people choosing to walk instead of driving, which has health, social, economic, and environmental benefits.

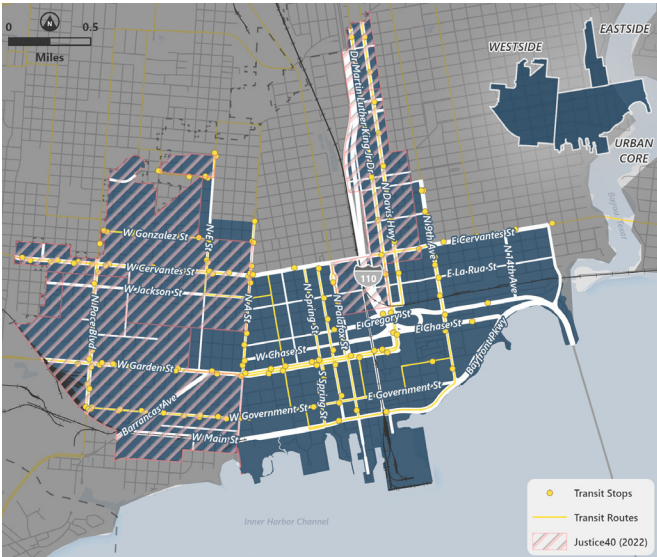
This concept also often extends to bicycling infrastructure, called "bikeability." Leading to the same benefits, bikeability is another important ingredient for great urban places.



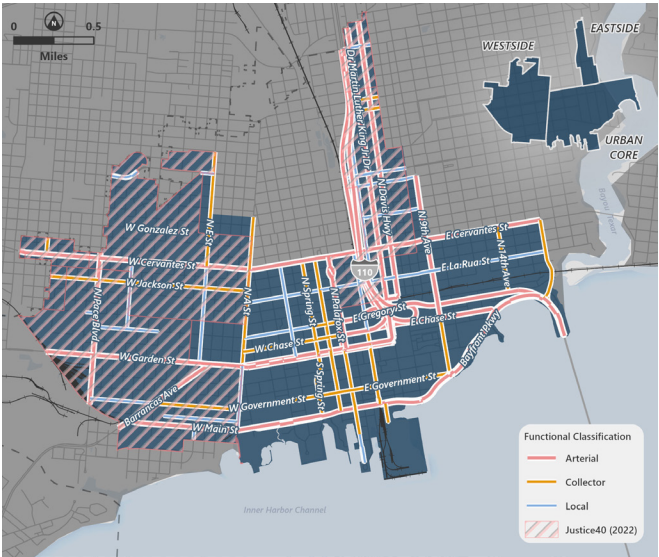
Major Roadways and USDOT Disadvantaged Communities



Pedestrian & Bike Facilities and Community Assets



Transit Routes & Stops



Functional Classification of Streets

ANALYSIS

Equity and Transportation

The Eastside CRA District ranks in the 99th percentile for transportation cost burden, compared to the city's 63rd percentile rank; this indicates that Eastside residents pay more for less services compared to others in the city. Only two bus routes service the Eastside, and neither of those routes are slated for planned improvements in ECAT's Transit Development Plan.



BIG IDEAS FOR THE EASTSIDE

ABOUT THE RECOMMENDATIONS

The recommendations in this plan are based on the input gathered from Eastside residents and stakeholders throughout this process and an extensive analysis of existing conditions and ideas in prior plans. These recommendations build on prior work while acknowledging the current market conditions and the ever-evolving needs of the community. This chapter includes a series of core ideas to restore the Eastside to a thriving community grounded in its unique history and culture, followed by policy recommendations that provide additional detail on how to make that a reality.

CORE CONCEPTS

The following is a summary of the core concepts to revitalize the Eastside, incentivize equitable development, and ensure that the neighborhood continues to evolve in a manner consistent with the vision of its residents. These ideas reflect the community feedback received throughout the public engagement process.

Diverse and Attainable Housing

Expanding the range of attainable and affordable housing options is a serious need in the Eastside. A long history of displacement and blight can still be felt in the vacancy along some streets and Eastside residents want to see opportunities for diverse housing types that can accommodate a wide range of income types. Infill development can also provide smaller development opportunities for local entrepreneurs, which is a priority of the Eastside Neighborhood Association. Investment in new housing should complement the existing scale and character of the neighborhood, while ensuring that existing residents are able to stay in their homes.

Enhancing Parks and Recreational Amenities

Hollice T. Williams Park, Magee Field, and the E.S. Cobb Resource Center are just a few of the treasured amenities in the neighborhood. Enhancing these existing centers and ensuring that residents can travel to and between them is a priority for the youth of the neighborhood. Continuing to maintain, invest in, and explore the appropriate programming of these spaces will be a critical part of continuing to serve local residents by creating spaces to gather and enhancing recreational amenities in the Eastside.



Eastside neighborhood entry sign



Infill housing example



Historical marker at Magee Field

Film North Florida

The Historical Marker Database



Heritage trail pamphlet



The Chappie James Museum



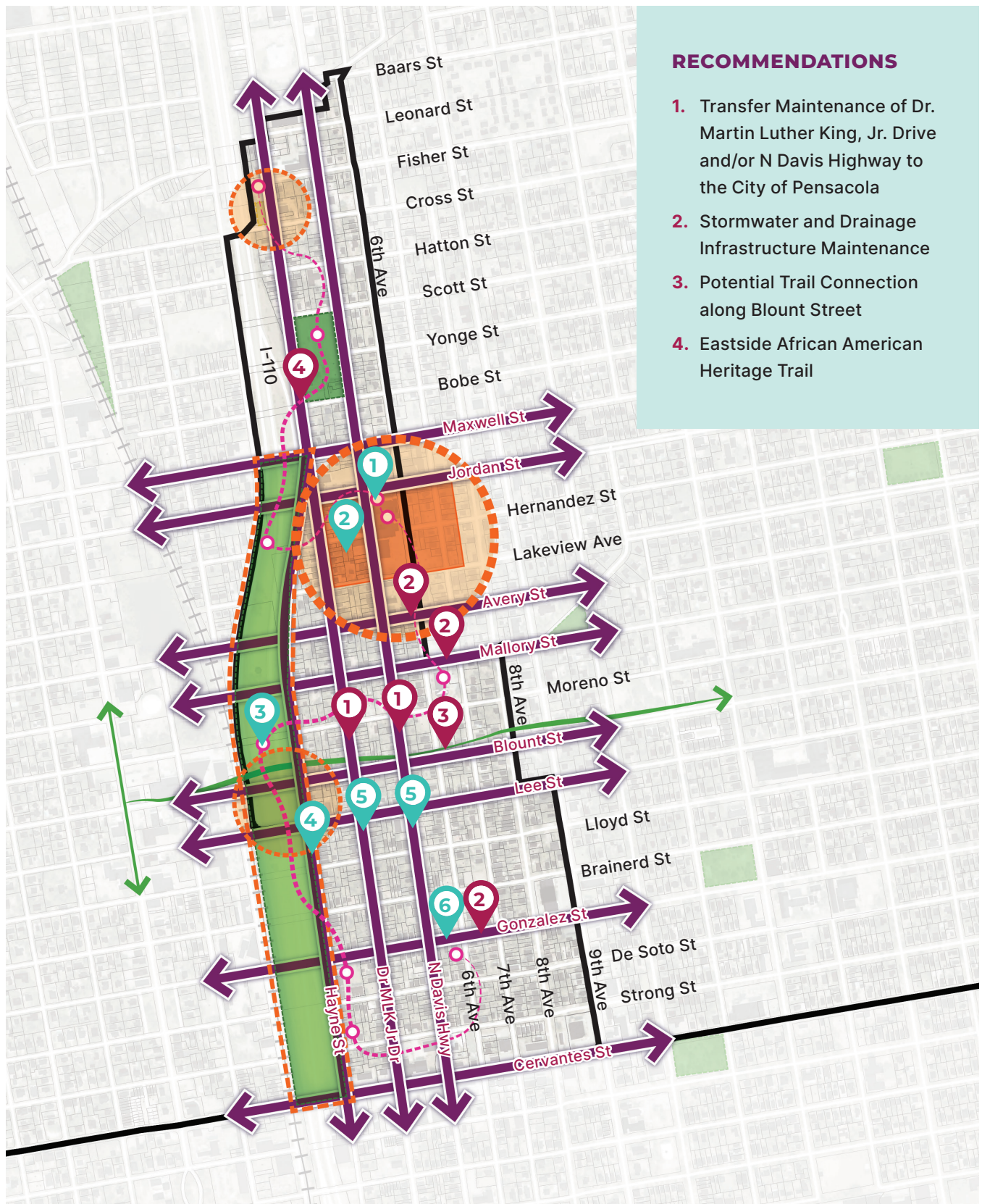
Sidewalk conditions along major Eastside corridors

Prioritizing Safety and Walkability

The street grid in the Eastside was seriously impacted by the construction of I-110, and therefore is often confusing for both drivers and pedestrians, resulting in some hazardous conditions. There's an opportunity to restore a neighborhood-scale street grid that prioritizes walking and biking, while allowing for the flow of traffic through the neighborhood. The recommendations in this chapter describe potential improvements to key streets that enhance pedestrian safety, provide additional bike connectivity, and complement neighborhood character, encouraging future investment.

Culture and Economic Mobility

The Eastside has a unique history as the home of many prominent African-Americans, such as General Daniel "Chappie" James, and neighborhood treasures such as the former H&O Cafe. For years, the Eastside Neighborhood Association has worked to create an African American Heritage Trail that shares the history of its many prominent African-American residents. There's an opportunity to build on this momentum and anchor future economic development efforts around celebrating and telling the complex history of the Eastside. This could include bringing some of these important sites back to life while supporting local entrepreneurs and businesses and providing economic opportunities.



RECOMMENDATIONS

1. Transfer Maintenance of Dr. Martin Luther King, Jr. Drive and/or N Davis Highway to the City of Pensacola
2. Stormwater and Drainage Infrastructure Maintenance
3. Potential Trail Connection along Blount Street
4. Eastside African American Heritage Trail

Putting It All Together Policy Recommendations and Special Demonstration Projects in the Eastside

SPECIAL DEMONSTRATION PROJECTS

Special Demonstration Projects are examples of potential projects that achieve community goals by addressing all six categories of recommendations. These projects show potential future visions that are subject to change. In the Eastside, these catalytic projects could include:

** The quotes shown on the Special Demonstration Project pages represent comments received from residents and stakeholders throughout the engagement process, including community meetings, surveys, website commenting tools, etc. Minor adjustments to the language of the comments were made for clarity purposes only.*

1. Crystal Ice House Market



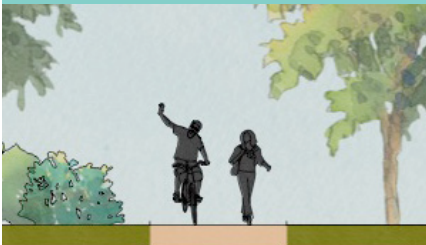
2. Eastside Infill Housing



3. Hollice T. Williams Park Equitable Development Framework Plan



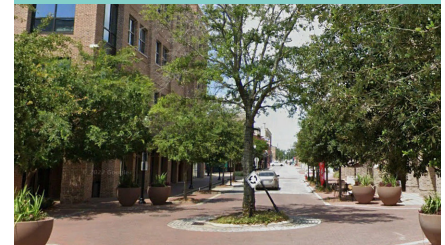
4. Hayne Street Improvements



5. Dr. MLK Jr. Drive and N Davis Highway Streetscapes



6. Gonzalez Street Shareway



RECOMMENDATIONS

HOW THE RECOMMENDATIONS ARE ORGANIZED

Recommendations are organized into the following topics:

Land Use, Zoning, and Special Districts

These recommendations are focused on optimizing planning regulations to encourage appropriate future development while preserving the existing character of neighborhoods.

Economic Development

These recommendations target initiatives that boost local economies by bringing commercial and rich mixes of uses into the district.

Neighborhood Development

These recommendations are aimed at strengthening neighborhoods through partnerships, capacity building, and building on existing assets.

Housing

These recommendations are focused on creating a wide range of affordable/attainable housing options.

Transportation, Streets, and Parking

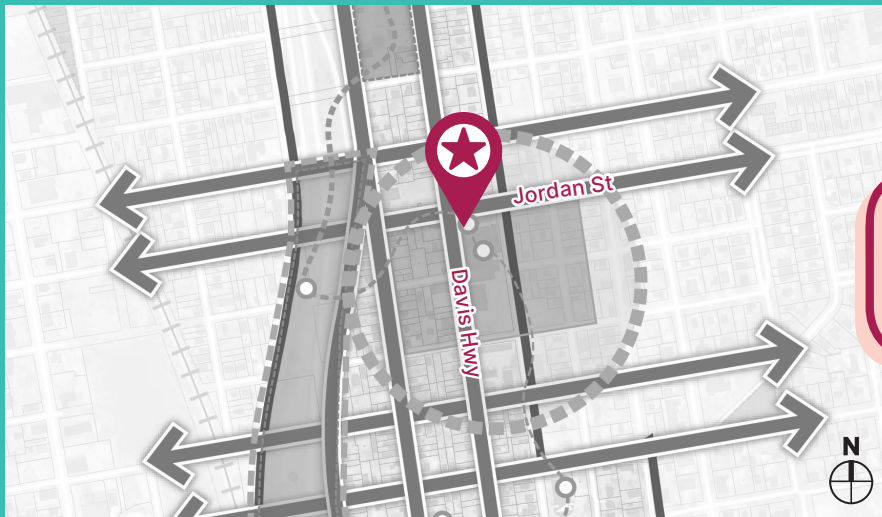
These recommendations are intended to improve safety, connectivity, accessibility, and navigability for all users.

Open Space and Community Amenities

These recommendations aim to improve public spaces and equitably distribute and provide community resources.

SPECIAL DEMONSTRATION PROJECT

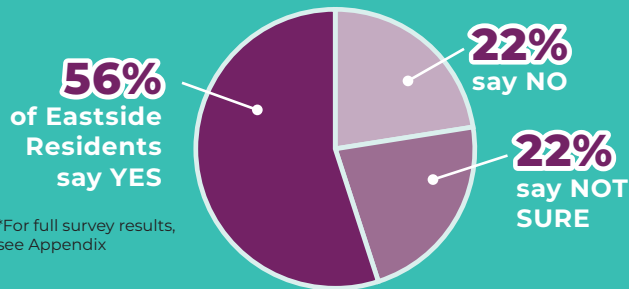
CRYSTAL ICE HOUSE MARKET



"Bringing new business to the Eastside would enhance the neighborhoods"

"Preserve the unique historic structure and build activities around it."

Do you think that the Crystal Ice House is an important cultural landmark that should be preserved and reused?



"I like the idea of a connected space to hang out and socialize"

About the Special Demonstration Project

The Crystal Ice House is a cultural landmark located at E Jordan Street and N Davis Highway. Built in 1932, this is the only remaining ice house of four that supported the local fishing industry before household refrigeration. The Crystal Ice House was added to the national register of historic places in 1983, and in 2007, Pensacola named it as one of the "Seven Wonders of Pensacola."

In the future, the Crystal Ice House and adjacent parking lot could be transformed into an outdoor market to catalyze economic development in a neighborhood that once had many thriving African-American businesses. A new outdoor market could complement the longstanding LA Store that is directly across the street, which has served the neighborhood residents for many years.

This newly imagined market could provide space for local entry-level entrepreneurs, including African-American-owned business owners seeking to scale up, local food trucks, and artists. The market could also serve as a gathering space with a new pavilion for performances, community celebrations, and a space for sharing the rich history of the Eastside.

An ice cream or other themed vendor could re-occupy the Ice House, anchoring a new space of commercial activity for Eastside residents.

Community Feedback

Eastside residents were in support of reutilizing the Crystal Ice House, and adding incubator spaces for local small businesses. Their suggestions included:

- Reserve a percentage of vendor spaces for Eastside entrepreneurs alongside regional businesses;
- Find a themed vendor for the Crystal Ice House that pays homage to the former use.

Implementation & Next Steps

The CRA is coordinating with the Escambia County School District, which owns the Crystal Ice House, to explore options to replace the parking spaces in the lot north of the Spencer Bibbs Center in the surrounding neighborhoods. They may include shared parking agreements with churches or acquisition of vacant lots to develop parking lots for the school district. Rezoning would be required in order to add commercial spaces at this location. Continue to partner with the school district to look for funding opportunities for restoration of building facilities.

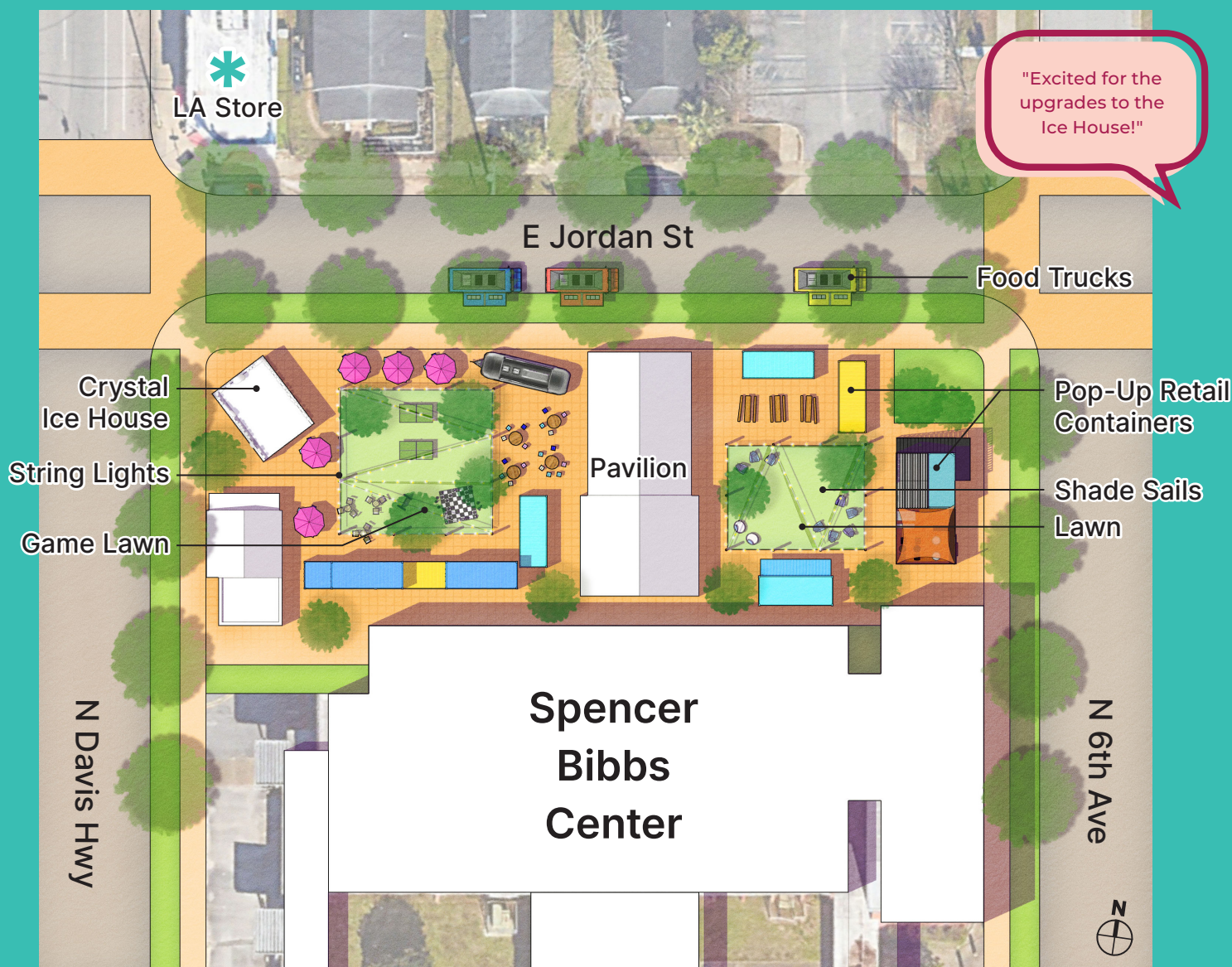


LEARNING FROM THE HISTORY OF THE ICE HOUSES OF PENSACOLA

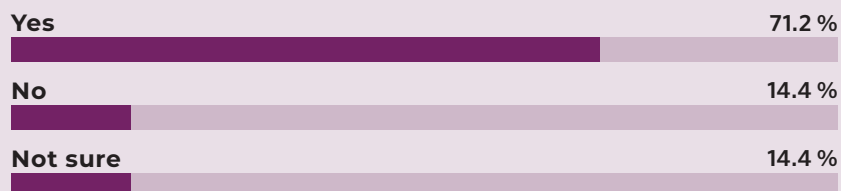
Pensacola was once home to several ice houses, which were built in the late nineteenth and early twentieth century to provide ice to Pensacolians before the invention and proliferation of modern refrigeration. This ice was mainly used to preserve fish for the local fishing industry. The quirky building features stucco icicles and a polar bear on the roof – an architectural landmark as much as it is a cultural one.

Pensacolians have fond memories of the ice houses. One resident remembers:

"On my walk home, which most of the year was in sunny, hot, and humid weather, I always stopped at the ice house.... All of my friends and I stopped for long and ice-cold drinks and water from the faucet. We drank all we could. At the time I took the plentiful and free freezing cold water for granted but looking back, I can see it was an unspoken gift of the ice company to use school children of the neighborhood."



Do you think that creating a small business incubator and food park around the Crystal Ice House would benefit the Eastside CRA District?



*For full survey results, see Appendix

"Today, the Crystal Ice House is an eyesore and needs some maintenance."

"The location would also draw people from many locations and be an asset to the school building next to it."



Yelp



Aleksandr Vorobev

Examples of small, pop-up, gathering spaces centered around food, live music, and other activation

"I'm a big fan of food parks!"

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Adaptively reuse vacant historic structures for neighborhood-serving retail, restaurants, and shops

ECONOMIC DEVELOPMENT

- Support the development of small retail nodes near higher visibility corridors and cultural landmarks
- Integrate the market with organizations that provide small business support
- Build the relationship with Escambia County School District

NEIGHBORHOOD DEVELOPMENT

- Support neighborhood capacity building
- Support the neighborhood in developing a unique identity and branding for the Crystal Ice House Market
- Offer incentives and support projects that preserve and celebrate cultural destinations and preserve historic buildings

TRANSPORTATION, STREETS, AND PARKING

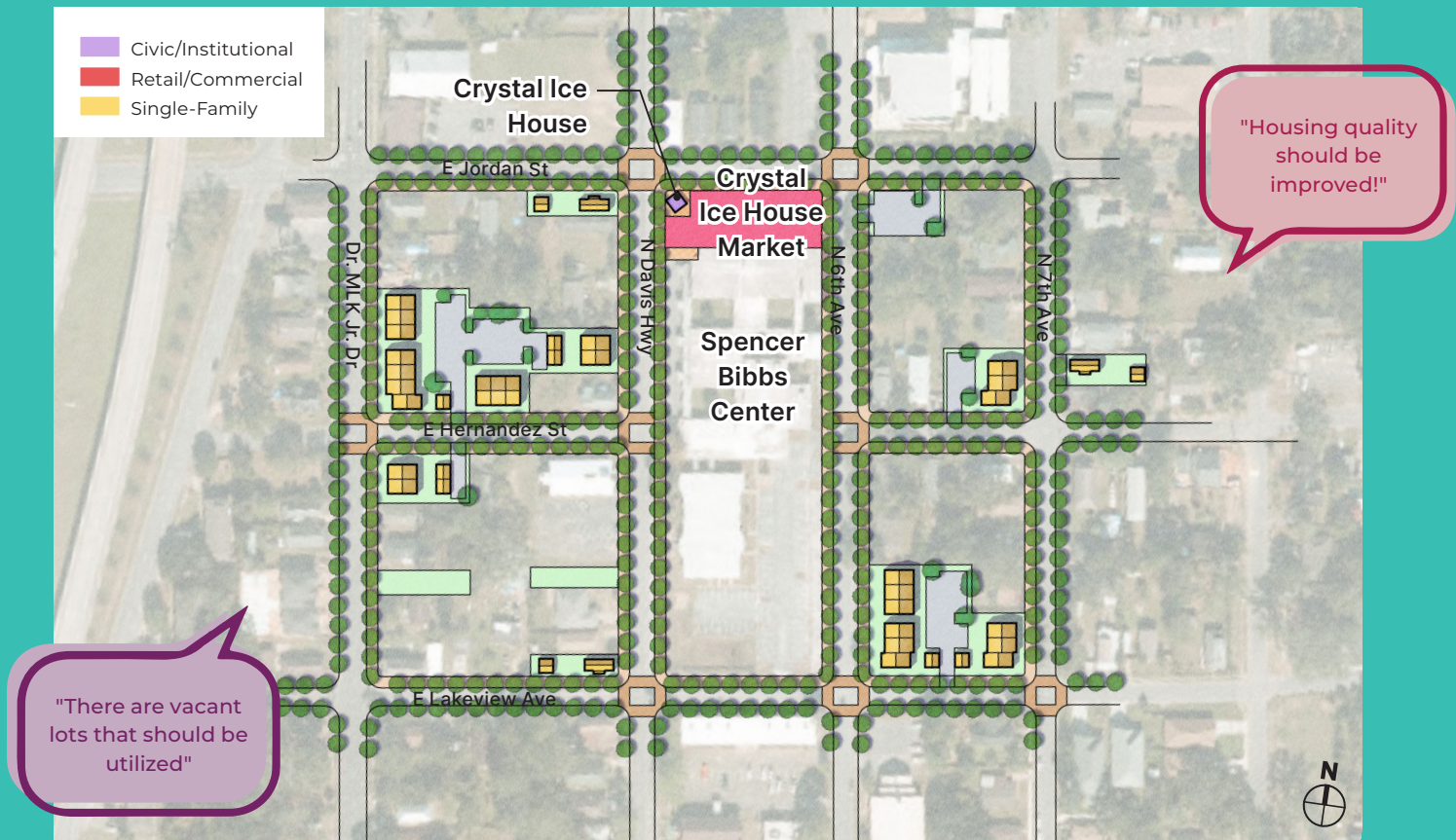
- Transform Dr. MLK, Jr. Drive and N Davis Highway into slower-moving two-way streets with wider, shaded sidewalks
- Transfer ownership of Dr. MLK, Jr. Drive and N Davis Highway to city ownership
- Improve east-west walking and biking connections to Hollice T. Williams Park along E Jordan Street
- Underground utilities on Dr. MLK, Jr. Drive and N Davis Highway

OPEN SPACE AND COMMUNITY AMENITIES

- Fund and build a community gathering space on the northern Spencer Bibbs parking lot with an open-air pavilion for outdoor dining and events
- Enhance the historical markers along the Black History Trail, including the Historic Crystal Ice House and Spencer Bibbs Academy

SPECIAL DEMONSTRATION PROJECT

EASTSIDE INFILL HOUSING



About the Special Demonstration Project

Many vacant lots can be found on the blocks surrounding the Spencer Bibbs Center and throughout the Eastside CRA District. Smaller infill housing, like cottages and townhouses, should be built to increase housing options in the neighborhood and to add vibrancy around the Ice House Market. This could also provide opportunities for smaller, local developers in the neighborhood. Partnerships with local non-profits, such as the Eastside Neighborhood Association, should be pursued to explore opportunities for enhancing

economic development in the neighborhood and preserve the affordability of housing, especially for long-time residents.

Community Feedback

Eastside residents were in support of building infill housing. Their priorities included:

- Ensure housing affordability, especially for existing residents;
- Design infill housing that fits with the character of the surrounding neighborhood;
- Preserve on-street parking that is used by existing residents.

Implementation & Next Steps

The CRA has worked with local architects and builders to design a series of pre-approved building plans that could be purchased by property owners and/or developers. These established standards make the design and construction processes easier, which may help encourage residential construction. Identifying candidate lots for these infill projects, or creating a checklist to determine an effective strategy for identifying candidate lots, could be the next step.

What kind of housing do you think is the most appropriate to add in the Eastside CRA District?

Housing that serves a mix of incomes	50.41 %
Homeownership	47.11 %
Affordable for low-income households	37.19 %
Townhouses and low-rise buildings	31.40 %
Mid-rise residential buildings	25.62 %
Rental housing	24.79 %

*For full survey results, see Appendix

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Refine the minimum lot sizes for development in this area, considering that the blocks do not have alleys and many lots are currently too narrow for on-lot parking

NEIGHBORHOOD DEVELOPMENT

- Offer incentives and support projects that preserve and celebrate historic buildings

HOUSING

- Continue offering property improvement programs to preserve and create affordable housing units
- Develop a companion program to the Residential Property Improvement Project (RPIP) for substantial demolition and reconstruction for primary structures and ADUs, rehabilitated or new construction, to facilitate new infill development
- Acquire lots for infill development and partner with organizations such as the Homebuilders Association to keep construction costs as low as possible for new housing construction projects
- Partner with Community Land Trusts, such as the Northwest Florida CLT, to acquire and develop infill housing on vacant lots surrounding Spencer Bibbs Center
- Continue to develop pre-approved building plans
- Use incentive programs to continue to fund affordable housing projects
- Identify target areas for incentives to encourage the construction of residential uses

TRANSPORTATION, STREETS, AND PARKING

- Transform Dr. MLK, Jr. Drive and N Davis Highway into slower-moving two-way streets with wider, shaded sidewalks
- Transfer ownership of Dr. MLK, Jr. Drive and N Davis Highway to city ownership
- Improve east-west walking and biking connections to Hollice T. Williams Park along Gonzalez, Blount, Jordan, and Maxwell Streets
- Underground utilities on Dr. MLK, Jr. Drive and N Davis Highway
- Explore curb management plans and develop revised parking requirements for infill projects



Examples of infill housing

"More residential options is a great idea!!"

SPECIAL DEMONSTRATION PROJECT

HOLLICE T. WILLIAMS PARK EQUITABLE DEVELOPMENT FRAMEWORK PLAN

"The community should have an active role in shaping the future"



About the Special Demonstration Project

Located along the western edge of the Eastside CRA District, Hollice T. Williams Park is an important community anchor. The park was created on the land remaining under and around the I-110 overpass. In the 1970s, this highway was cut through a thriving Black and African American neighborhood, uprooting and displacing long-standing homes, churches, businesses, and residents.

The communities surrounding the park have been exploring enhancements for years, with previous planning efforts taking place in 2004, 2010–2014, and 2021. In 2023, the City applied for and received a \$25 million CDBG-DR grant and a \$5 million NRDA grant to fund the first phase of park improvements, including stormwater upgrades. Additionally, the City applied for and received a \$1.2 million TA grant to fund a multi-use trail. In the same year, Mayor Reeves commit-

ted to developing an Equitable Development Framework Plan to guide the development of the park and within a 1/2-mile radius of the park. The Equitable Development Plan planning process began in the summer of 2024, with the plan adopted by City Council in November 2024.

Community Feedback

The 335 responses gathered from a Community Equity Survey were used to inform the Equitable Development Values and Principles. Results from this survey as well as conversations with key stakeholders, such as the Friends of Hollice T. Williams Park group and nearby neighborhood associations, helped to establish the following top ten priorities:

- Be welcoming and safe to everyone;
- Meet the needs of all ages and abilities;
- Include community members in the decision-making process;

- Create comfortable gathering spaces;
- Create jobs for local residents;
- Address and prevent flooding;
- Provide programming for children and adults;
- Celebrate local history and culture;
- Create affordable housing;
- Allow community members to help guide, program, and manage park use.

Implementation & Next Steps

The Equitable Development Framework Plan defined the high-level values and principles that should guide the design of the Hollice T. Williams Stormwater Park and the development of public and private projects within a 1/2-mile radius of the park.

As per this plan, the next steps should include the commission of a more detailed set of recommendations, supported by a consensus negotiation process that involves elected and appointed officials, community leaders, and other key stakeholders. A Step 2 document should outline the policies that the City is committed to putting in place to ensure the negative impacts (like increasing rents and home prices) are minimized and development is inclusive to everyone, especially long-time residents and businesses.

Values & Principles

Values	Principles
Inclusive, Accessible, & Responsive	1 Ensure the park and new development is welcoming and accessible to everyone.
	2 Meet the needs of all ages & abilities.
	3 Create comfortable gathering spaces.
	4 Make it simple and affordable for community organizations and residents to host events in the park.
	5 Provide programming and recreational amenities that reflect the desires and needs of the surrounding community.
History & Culture	6 Honor & celebrate the history of the Lost Neighborhood & important places & people through signage, historical markers, public art, etc.
	7 Preserve existing community buildings and invest proactively to prevent deterioration.
Economic Opportunity	8 Create jobs and provide opportunities for wealth building for local residents.
	9 Require measurable positive impacts from development projects in the adjacent communities.
Environmental Justice	10 Address and monitor environmental impacts of the highway to minimize negative effects.
	11 Ensure stormwater projects don't have negative effects on the immediately adjacent community.
	12 Develop and fund a long-term maintenance plan for the park that is sustainable.
Housing Affordability	13 Create new affordable housing.
	14 Provide support to existing long-term homeowners so they can remain in their homes.
	15 Support and stabilize existing rental housing to prevent displacement.
Local Decision-Making	16 Include community members in the decision-making process.
	17 Demonstrate familiarity and responsiveness to existing community plans.

"New investments should help existing residents stay in their homes and create new affordable housing"



RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Develop Design and Form Standards for all projects receiving CRA funding
- Rezone to protect residential character
- Identify zoning incompatibilities with the current zoning classification and the intended use of the neighborhood, in particular within 1/2 mile of Hollice T. Williams Park, which development pressure is likely to impact

ECONOMIC DEVELOPMENT

- Support the development of small neighborhood-scale retail nodes through construction or conversion of houses near higher visibility traffic corridors and near Hollice T. Williams Park
- Ensure that neighborhood organizations and residents are aware of job and business opportunities that arise from investment coming into the neighborhood around Hollice T. Williams Park

NEIGHBORHOOD DEVELOPMENT

- Work with Escambia County to execute joint projects, such as streetscape improvements or design guidelines, and coordinate with ongoing plans
- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding
- Advocate for innovative programs and support best practices to curb petty and violent crime through community policing initiatives

HOUSING

- Partner with Community Land Trust(s), such as the Northwest Florida CLT, to acquire and develop infill housing on vacant lots surrounding Spencer Bibbs Center
- Develop pre-approved building plans
- Develop high-quality affordable housing that is affordable to existing residents of the neighborhood (both rental and homeownership)

TRANSPORTATION, STREETS, AND PARKING

- Transform Hayne Street into a slower-moving two-way street with wider, shaded sidewalks
- Improve east-west walking and biking connections to Hollice T. Williams Park along Gonzalez, Blount, Jordan, and Maxwell Streets
- Explore curb management plans and develop revised parking requirements for infill projects

OPEN SPACE AND COMMUNITY AMENITIES

- Prioritize tree canopy along streets to provide shade and make Eastside more walkable
- Design Hollice T. Williams Park as a destination park that celebrates the unique history and culture of the Eastside neighborhood and honors past harm done by the construction of I-110
- Require art and placemaking enhancements that celebrate the history of the culture of the neighborhood in new developments
- Recommend that the City address stormwater and drainage issues along streets and in the park

SPECIAL DEMONSTRATION PROJECT

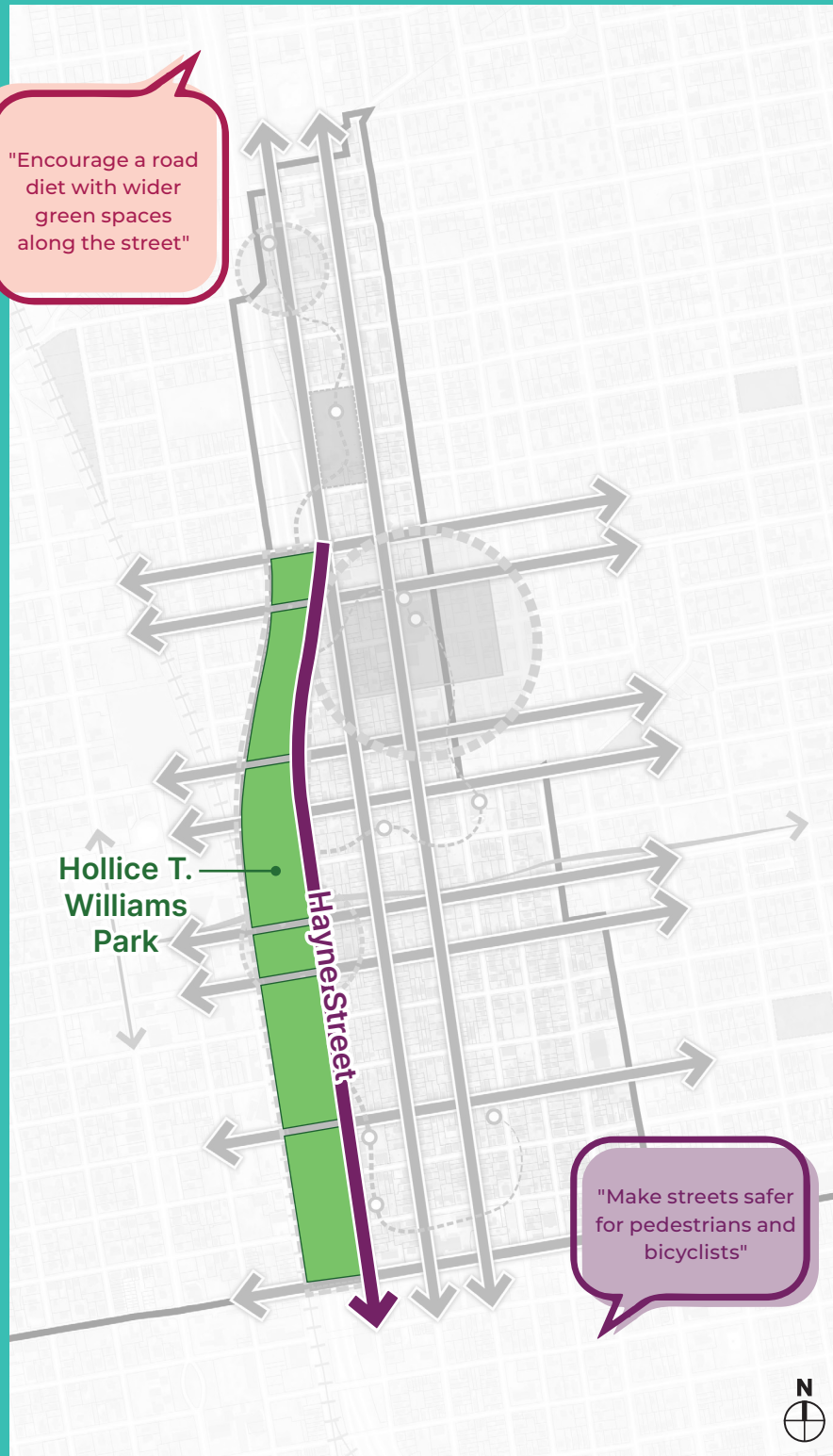
HAYNE STREET IMPROVEMENTS

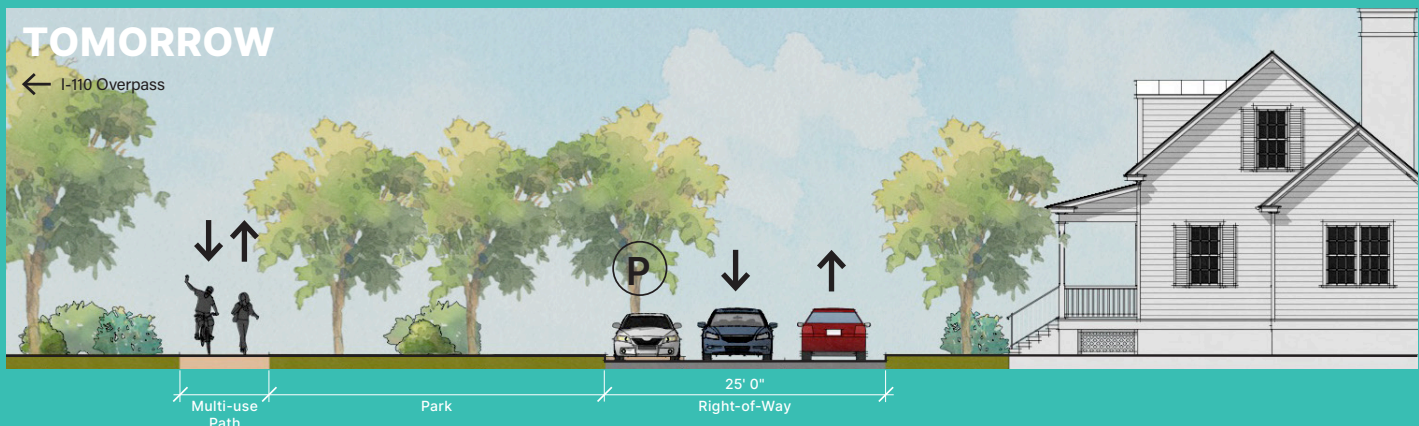
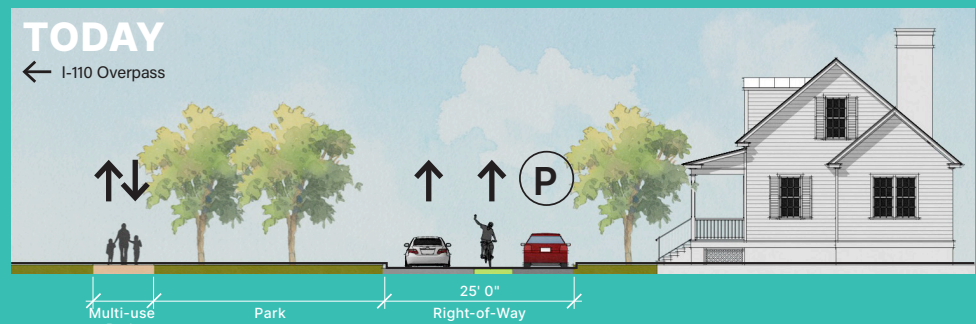
About the Special Demonstration Project

Hayne Street has been identified by the community as a primary pedestrian, bicycle, and vehicle connection in the Eastside CRA. Today, Hayne Street is a northbound one-way street with an unprotected bike lane paralleling Hollice T. Williams Park, which recently received funding to build a wide, shaded multi-use path for pedestrians and bicyclists.

Recently, the City of Pensacola studied improvements to Hayne Street, specifically to improve the pedestrian and bicycle experience in relationship to Hollice T. Williams Park. Those improvements could include:

- Narrowing car travel lanes;
- Converting to narrower, two-way travel to provide better connections to the park;
- Adding on-street parking along the edge of Hollice T. Williams Park for public parking;
- Removing the on-street bicycle lane and revising signage to encourage bicyclists onto the multi-use path within the park;
- Locate gateway opportunity areas that align with major amenities in the park.





Community Feedback

Eastside residents rated Hayne Street as a high-priority pedestrian/bicycle connection, specifically in relationship to Hollice T. Williams Park. Most agreed that shade, landscaping, and protected bicycle routes were top priorities, so shifting the bike lane on Hayne Street to the park multi-use path was well-received.

Implementation & Next Steps

The CRA should conduct further studies regarding the two-way conversion of Hayne Street for implementation in the long-term. The CRA could hold a design competition for artistic park gateways at the Gonzalez and Hayne Street intersection and other important intersections that could be considered entrances to Hollice T. Williams Park.



Examples of artistic gateways

RELATED POLICY RECOMMENDATIONS

ECONOMIC DEVELOPMENT

- Ensure that neighborhood organizations and residents are aware of job and business opportunities that arise from investment coming into the neighborhood around Hollice T. Williams Park

NEIGHBORHOOD DEVELOPMENT

- Work with Escambia County to execute joint projects such as streetscape improvements
- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding

HOUSING

- Offer the RPIP program along Hayne Street
- Partner with Community Land Trust(s), such as the Northwest Florida CLT, to acquire and develop infill housing on vacant lots, focusing along Hayne Street

TRANSPORTATION, STREETS, AND PARKING

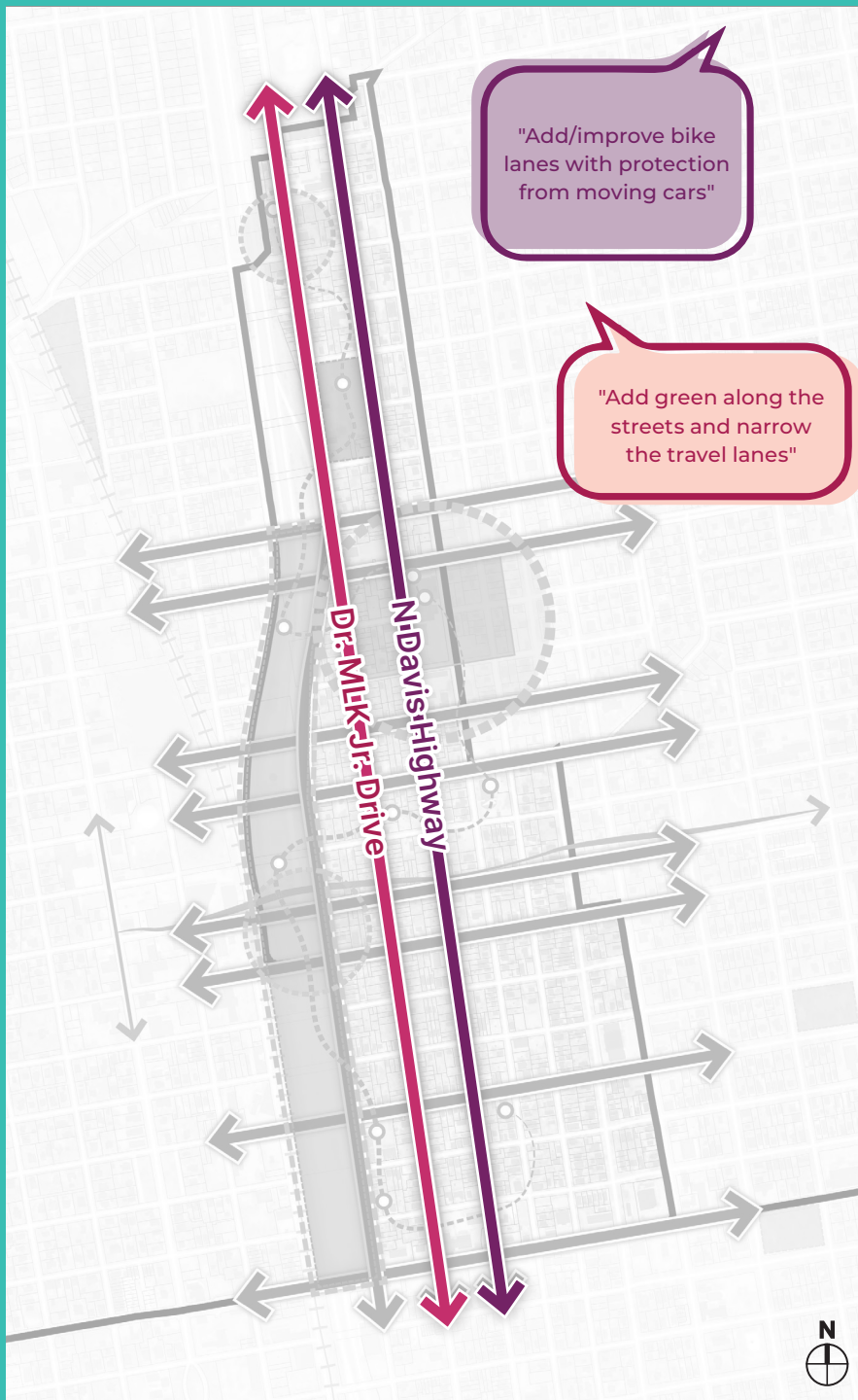
- Transform Hayne Street into a slower-moving two-way street with wider, shaded sidewalks
- Improve east-west walking and biking connections to Hollice T. Williams Park along Gonzalez, Blount, Jordan, and Maxwell Streets
- Explore curb management plans and develop revised parking requirements for infill projects
- Underground utilities on Hayne Street

OPEN SPACE AND COMMUNITY AMENITIES

- Prioritize tree canopy along streets to provide shade and make Eastside more walkable
- Recommend that the City address stormwater and drainage issues on Eastside streets

SPECIAL DEMONSTRATION PROJECT

DR. MLK JR DRIVE AND N DAVIS HIGHWAY STREETSCAPES



Dr. MLK Jr. Drive



N Davis Highway



About the Special Demonstration Project

Dr. Martin Luther King, Jr. Drive and North Davis Highway are two of the primary north-south connections in the Eastside. Today, both are one-way streets, with Dr. MLK Jr. Drive carrying traffic south towards the Urban Core CRA District and N. Davis Highway carrying traffic north out of the city. Both streets lack consistent crosswalks and shade; additionally, speeding is a major safety issue.

The restoration of Dr. Martin Luther King, Jr. Drive and N Davis Highway to two-way streets has been identified as a priority in the TPO. These plans are underway and require coordina-



Examples of pedestrian- and bicyclist-friendly streets

tion between the City of Pensacola and the Florida Department of Transportation as the roads are currently on the State Road system (S.R. 291).

Community Feedback

Although Eastside residents were overwhelmingly concerned with the safety of drivers, cyclists, and pedestrians on these streets, most prefer improvements to landscape and beautification as opposed to a two-way conversion. Most residents were in favor of improvements including:

- Wider sidewalks with shade;
- Enhanced landscaping;
- Curb bump-outs added to the corners of blocks to shorten pedestrian crosswalks and provide space for landscaping;
- Street lights, banners, signage, and other street furniture additions along priority streets.

Implementation & Next Steps

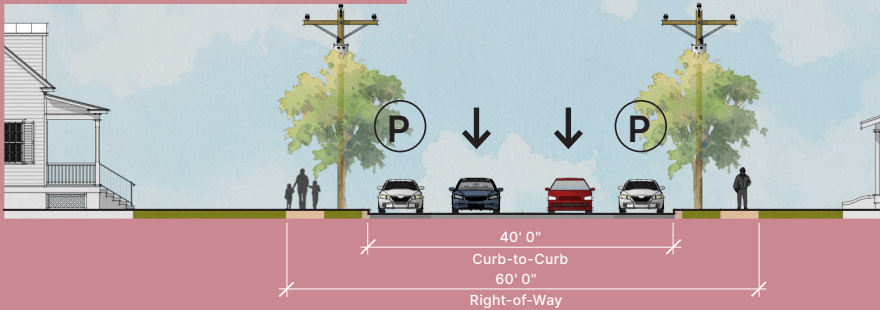
The CRA should continue to explore and potentially test streetscape improvements on both Dr. MLK Jr. Drive and North Davis Highway, primarily focused on creating safe, beautiful, and comfortable streets.

The CRA should explore the ability to partner with the City and FDOT to implement near-term improvements to the bicycle and pedestrian infrastructure along these two corridors as phased approach towards the two-way restoration of the one-way pair. Eastside community members agree that later phases of improvement should focus on the core of the district, specifically between Scott and Mallory Streets.

Potential stand-alone streetscape improvements such as the ones listed below may be considered:

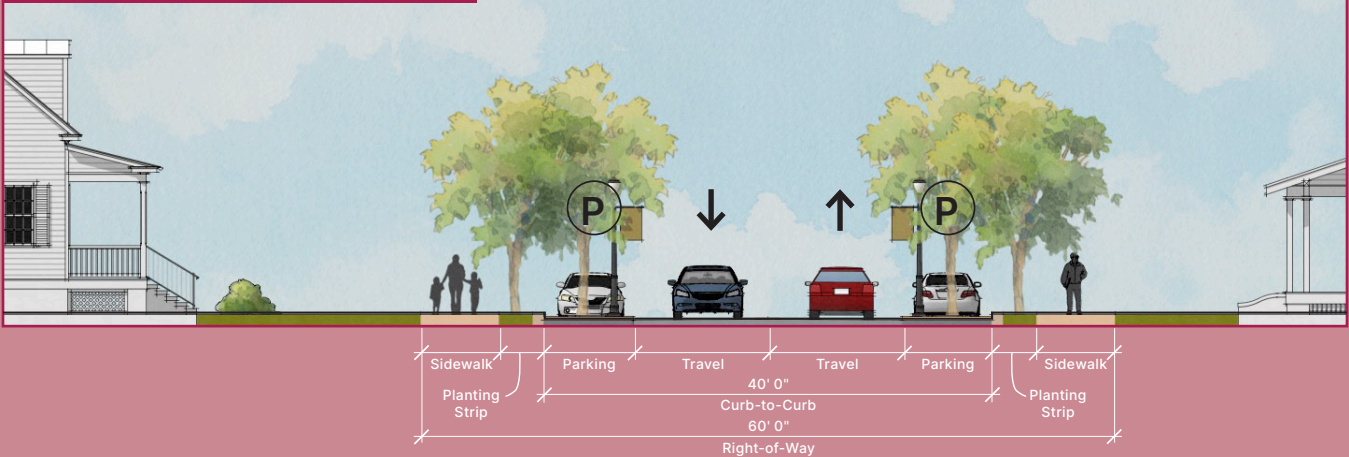
- Paint and install vertical elements to enhance separation of bicycle lanes;
- Add striping to on-street parking to maximize opportunity for temporary streetscape improvements and provide clearly defined zones that adhere to sight triangles;
- Adding high-visibility crosswalks to key east-west intersections that connect to Magee Field and Hollice T. Williams Park;
- Prioritize reconstruction of sidewalks where hazardous conditions exist along the corridor;
- Add landscaping to planting strips;
- Paint new bicycle lanes on the west side of Dr. Martin Luther King, Jr. Drive.

Dr. MLK Jr. Drive: TODAY

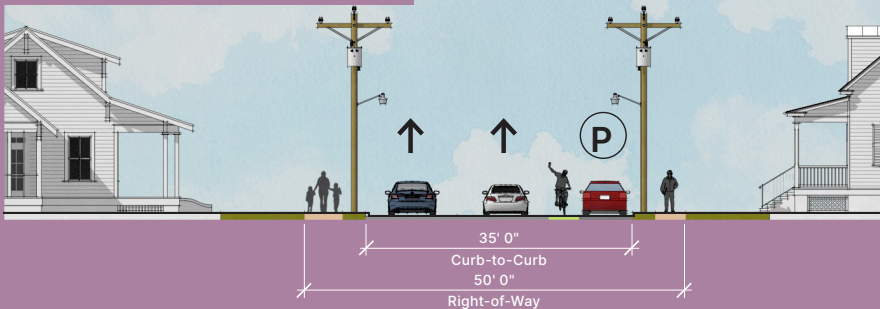


Streetscape improvements on Dr. MLK Jr. Drive could include undergrounding utility lines, adding landscaped curb bump-outs at the corners of blocks, adding street lights and banners, and increasing the width of sidewalks.

Dr. MLK Jr. Drive: TOMORROW

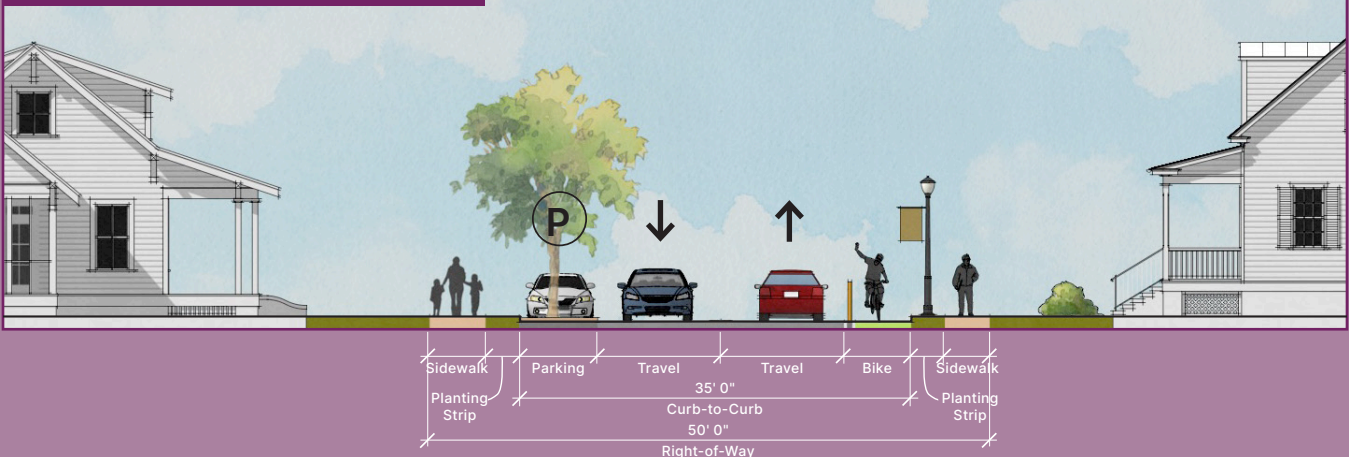


N Davis Highway: TODAY



Streetscape improvements on N Davis Highway could include undergrounding utility lines, switching the on-street parking to the southbound side of the street, creating a protected northbound bike lane, adding landscaped curb bump-outs at the corners of blocks, and adding street lights and banners.

N Davis Highway: TOMORROW

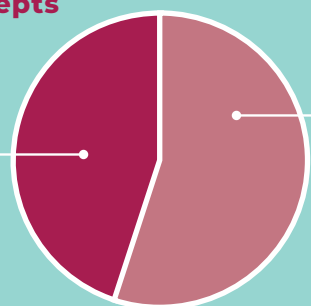


Additional recommendations may include other long-term efforts such as:

- Provide guidance, based on plan goals and principles, for the design for the restoration of Dr. Martin Luther King, Jr. Drive and N Davis Highway from one-way streets to two-way streets;
- Assist property owners to buy trees to plant on private property to supplement street tree canopy where it is not possible to plant within the public right-of-way;
- Advocate for underground utilities where possible;
- Advocate for transfer of jurisdictional maintenance for either Dr. Martin Luther King, Jr. Drive or N Davis Highway. from FDOT to the City;
- Fund wayfinding master plan for the Eastside and specifically along these corridors that celebrate the history and culture of the neighborhood along these streets.

Do you think these concepts would improve safety on Dr. MLK Jr. Drive?

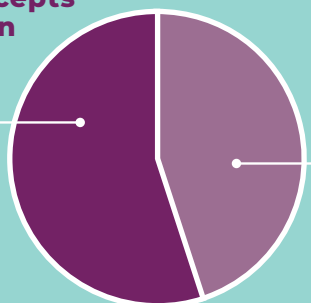
44%
of Eastside
Residents
say YES



56%
say NO
or NOT
SURE

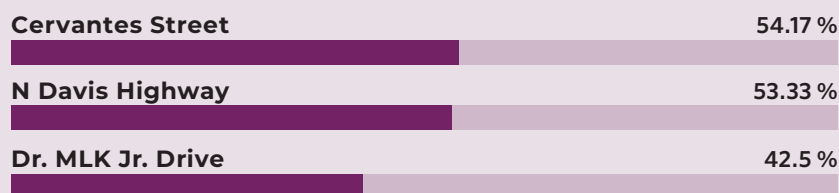
Do you think these concepts would improve safety on N Davis Highway?

56%
of Eastside
Residents
say YES



44%
say NO
or NOT
SURE

Which streets are your top priority for improvements to pedestrian and bicycle safety and comfort?



*For full survey results, see Appendix

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Refine the minimum lot sizes for development in this area, considering that the blocks do not have alleys and many lots are currently too narrow for on-lot parking, which increases the demand for on-street parking in Eastside

NEIGHBORHOOD DEVELOPMENT

- Work with Escambia County to execute joint projects such as streetscape improvements
- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding

TRANSPORTATION, STREETS, AND PARKING

- Transform Dr. MLK, Jr. Drive and N Davis Highway into slower-moving two-way streets with wider, shaded sidewalks
- Transfer ownership of Dr. MLK, Jr. Drive and N Davis Highway to city ownership
- Improve east-west walking and biking connections to Hollice T. Williams Park along E Jordan Street
- Underground utilities on Dr. MLK, Jr. Drive and N Davis Highway

OPEN SPACE AND COMMUNITY AMENITIES

- Prioritize tree canopy along streets to provide shade and make Eastside more walkable
- Recommend that the City address stormwater and drainage issues on Eastside streets

SPECIAL DEMONSTRATION PROJECT

GONZALEZ STREET SHAREWAY

About the Special Demonstration Project

Gonzalez Street has been identified by the community as one of the main pedestrian, bicycle, and vehicle connections in the Eastside CRA. Gonzalez Street is a wide, unmarked two-way street with inconsistent sidewalks and minimal landscape or shade. Intersections along the street are wide, unclear, and inconsistent with signage and direction.

Because this street is important for connection throughout the neighborhood and beyond, intersections along Gonzalez Street should be enhanced. By reserving stop signs to the north-south paths of travel crossing Gonzalez Street between 9th Avenue to Palafox Street, Gonzalez Street becomes a thoroughfare with continuous traffic lanes. Landscaped, slightly-raised planters at each intersection calms traffic, while allowing for bicyclists to have a continual, unobstructed path of travel along Gonzalez Street. The plantings in the center of the intersections would not obstruct views, but slow down car traffic, making the streets safer for pedestrians and bicyclists.

These interventions can be done one intersection at a time, allowing for an incremental and economical improvement plan. A phasing plan should be developed to firstly target the intersections of Gonzalez Street at Hayne Street, Dr. MLK Jr. Drive, and N Davis Highway, as they have

high connectivity south to the Urban Core CRA District and will incentivize further intersection improvements headed west toward Palafox Street and east toward 9th Avenue.

In addition to (or in lieu of) the intersection adjustments, other enhancements could be made to improve the pedestrian and bicycling safety and comfort along Gonzalez Street. Those could include:

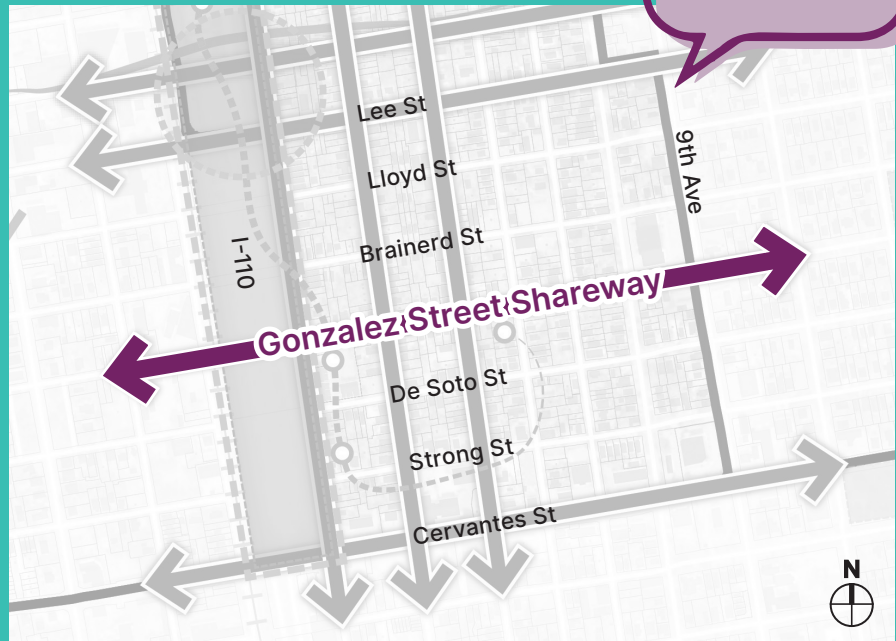
- Narrowing car travel lanes to encourage slower driving speeds; Wider planting strips to accommodate landscaping that provides shade and protection;
- Creating a gateway element (signage, special paving, public art, etc.) at the Hollice T. Williams Park intersection at Hayne Street;
- Undergrounding utility lines.

Community Feedback

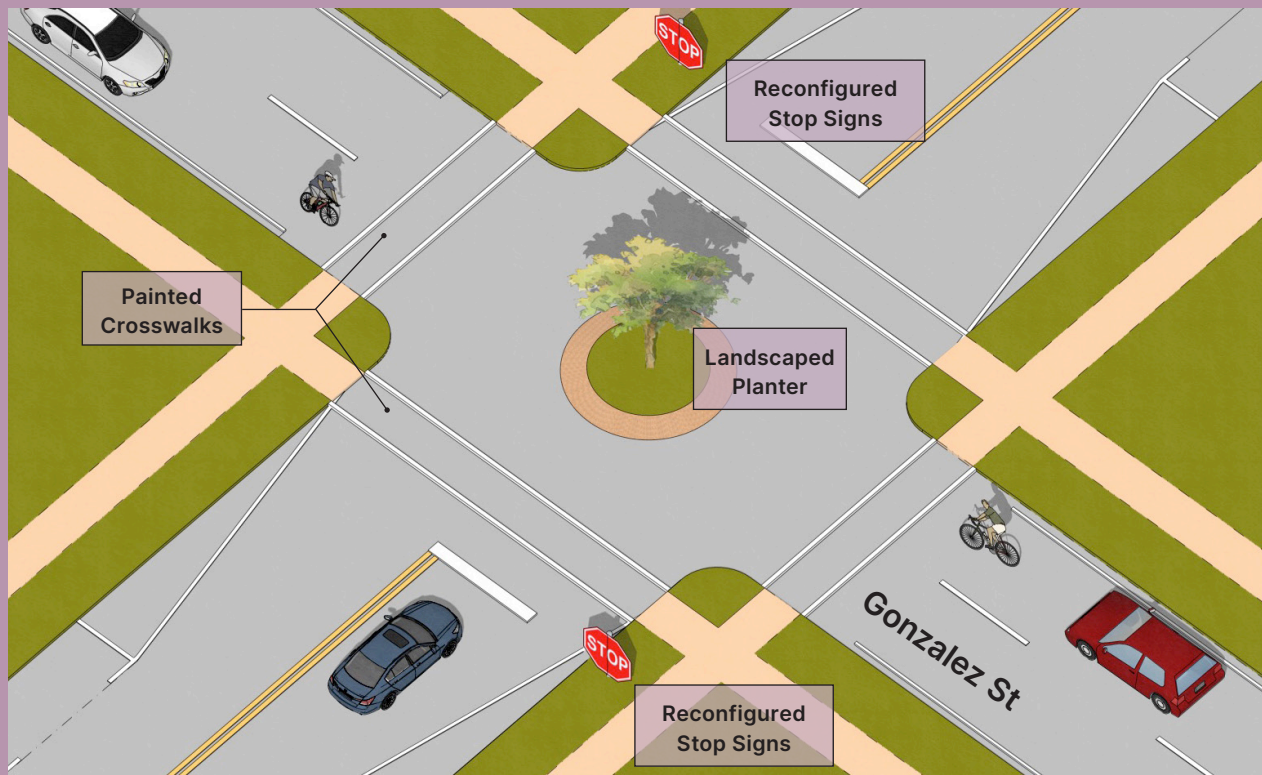
Eastside residents rated Gonzalez Street as a high-priority pedestrian/bicycle connection. Additionally, most agreed that shade and landscaping were top priorities.

Implementation & Next Steps

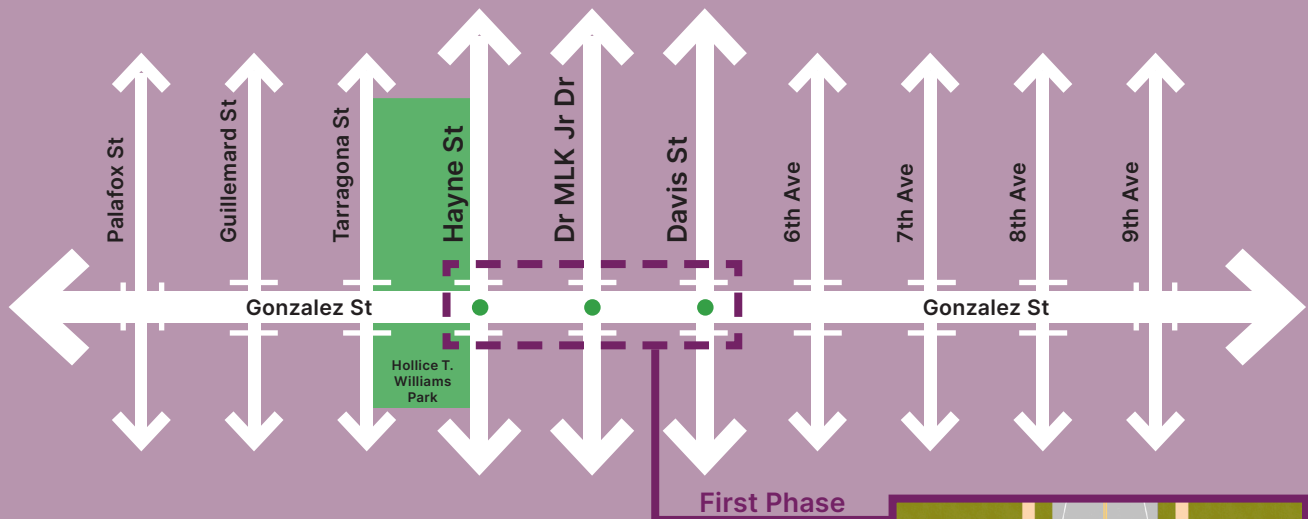
The CRA should conduct a phasing plan to improve the intersections along Gonzalez, starting simply with the relocation of stop signs and painted crosswalks, and continuing with the implementation of raised planters at each of the identified intersections between Palafox Street and 9th Avenue (shown in Option 1). Further street improvements along Gonzalez between the intersections should be considered (shown in Option 2).



Option 1: Intersection Reconfiguration



Example of typical intersection improvements



"Gonzalez & MLK is the worst intersection"

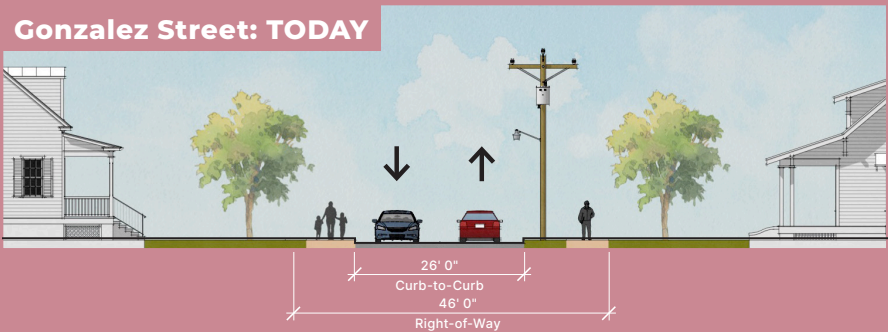
"Gonzalez Street should be a priority for bikes"



The first phase should start with intersection improvements along Gonzalez Street at the intersections at Hayne Street, Dr MLK Jr Drive, and Davis Street

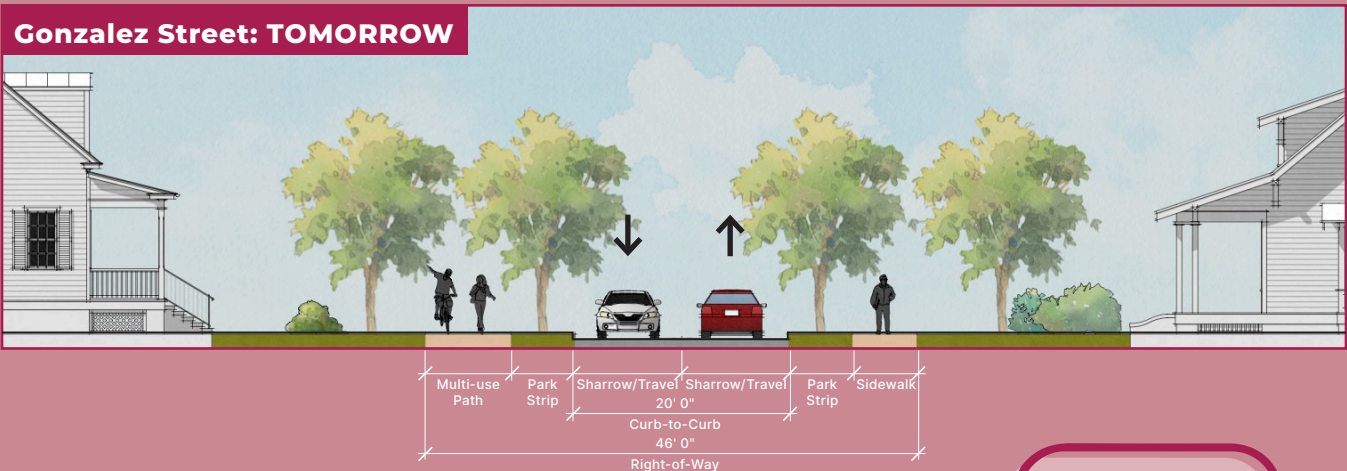
Option 2: Basic Street Improvements

Gonzalez Street: TODAY



Basic street improvements include narrowing travel lanes, implementing trees along the street for shade, undergrounding the power lines, and creating a multi-use path along the north side of Gonzalez Street.

Gonzalez Street: TOMORROW



"Sidewalks need to be replaced and/or maintained"



Gonzalez Street today



Examples of mini traffic circles with plantings

RELATED POLICY RECOMMENDATIONS

LAND USE, ZONING, AND SPECIAL DISTRICTS

- Refine the minimum lot sizes for development to prevent front-loaded garages along the future Gonzalez shareway, considering that the blocks do not have alleys and many lots are currently too narrow for on-lot parking
- Refine the minimum lot sizes for development in this area, considering that the blocks do not have alleys and many lots are currently too narrow for on-lot parking, which increases the demand for on-street parking in Eastside

NEIGHBORHOOD DEVELOPMENT

- Work with Escambia County to execute joint projects such as streetscape improvements
- Pursue grants for neighborhood capacity building, and update to the neighborhood plan, and additional neighborhood identity, placemaking, and branding

HOUSING

- Offer the RPIP program for owners along Gonzalez Street
- Partner with Community Land Trust(s), such as the Northwest Florida CLT, to acquire and develop infill housing on vacant lots, focusing along Gonzalez Street
- Develop pre-approved building plans
- Develop high-quality affordable housing that is affordable to existing residents of the neighborhood (both rental and homeownership)

TRANSPORTATION, STREETS, AND PARKING

- Transform Hayne Street into a slower-moving two-way street with wider, shaded sidewalks
- Improve east-west walking and biking connections to Hollice T. Williams Park along Gonzalez, Blount, Jordan, and Maxwell Streets
- Explore curb management plans and develop revised parking requirements for infill projects
- Underground utilities on Hayne Street

OPEN SPACE AND COMMUNITY AMENITIES

- Prioritize tree canopy along streets to provide shade and make Eastside more walkable
- Recommend that the City address stormwater and drainage issues on Eastside streets

LAND USE, ZONING, AND SPECIAL DISTRICTS



The Land Use, Zoning, and Special Districts category includes recommendations that entail adoption of policies or development of guidelines, standards, or tools. These recommendations form the regulatory framework to allow the other recommendations and projects to take place. Examples of recommendations in the Land Use, Zoning, and Special Districts category include:

- Design and Form Standards;
- Design Review Processes;
- Recommendations to explore changes to zoning districts, minimum lot sizes, density, and land use adjacencies in the City's Land Development Code (LDC);
- Updates to special or aesthetic review districts, including the CRA Urban Design Overlay District (CRAUDOD).

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Land Use, Zoning, and Special Districts policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.

RECOMMENDATIONS

1. Design and Form Standards for CRA-Funded Projects

Develop a single set of design and form standards and a design review process for any projects in the CRA Districts receiving CRA funding. The Form and Design standards can be opt-in from a regulatory standpoint, and participation in the design review process should be a condition for any projects receiving CRA funding. In addition to the topics already covered in the Urban Design Overlay, these expanded standards should also address the design of renovation projects and the appropriateness of architectural character. This tool should ensure that CRA investment in neighborhoods doesn't compromise or detract from historic character.

2. Adjacent Use Considerations

- Explore the compatibility of adjacent uses in more detail through the Neighborhood Plan process.
- Consider additional strategies to minimize impacts of commercial areas on residential neighborhoods.

3. Upzoning for Higher Density Housing and Mixed-Use

- Explore opportunities to upzone for higher density housing and mixed-use, in particular along higher visibility corridors.
- Balance the recommendations for upzoning for higher density housing and the protection of residential character.

4. Minimum Lot Sizes

- Work with the Planning and Zoning Department to conduct a survey of lot sizes and development trends in the district to determine where conflicts are occurring.
- Update the LDC and Comprehensive Plan accordingly.



Examples of neighborhood-scale adaptive reuse

OVERVIEW OF REGULATORY AND NON-REGULATORY STANDARDS

ADDITIONAL DESIGN & FORM STANDARDS FOR CRA-FUNDED PROJECTS

Write and adopt design standards for CRA-funded projects that would further improve urban form.

- Include guidelines for preserving architectural character (scale, composition, etc.)
- Because these standards would not be adopted as part of the Land Development Code, they could be updated iteratively to respond to project needs
- Administer through the CRA's internal plan review & work with owners and developers

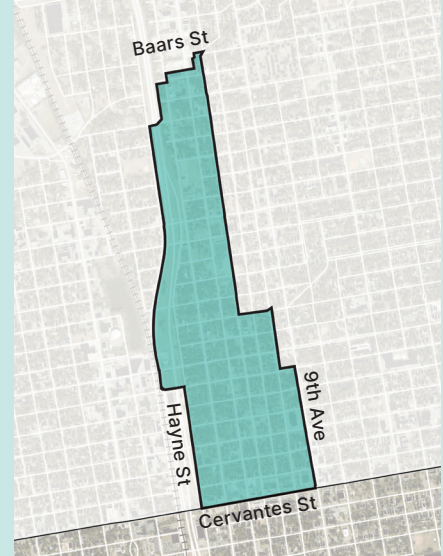
URBAN DESIGN OVERLAY DISTRICT (CRAUDOD)

What it Currently Covers

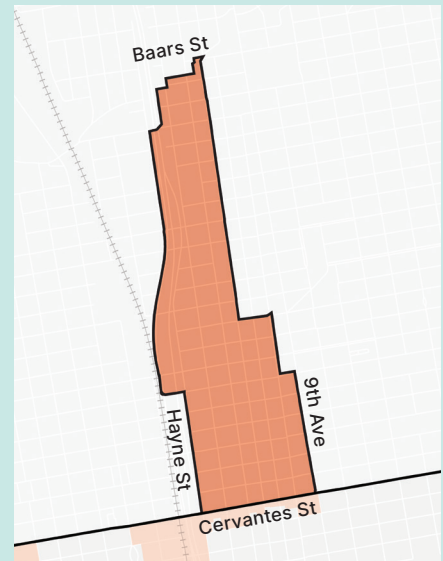
- New construction only
- Maximum building height
- Minimum floor-to-floor heights
- Roof pitches
- Frontages percentages, facade types, and entrance locations
- Facade composition standards
- Location and screening of service and mechanical equipment
- Setbacks (in particular ensuring they respond to their context)
- Lot width & coverage
- Parking

Additions to the CRAUDOD that Would Further Improve Urban Form:

- Expand the CRAUDO to apply to renovations
- Address architectural character, scale, and composition
- Address the location of parking



Map of the Eastside CRA District



Map of the Urban Design Overlay District in the Eastside

5. Adaptive Reuse

Neighborhood-serving commercial is a desirable complementary use within residential neighborhoods. The scale, design, and servicing of these non-residential uses must be carefully designed to reduce any negative impacts on neighborhoods. Both commercial and residential buildings can be adaptively reused to house neighborhood offices, small-scale retail specialty shops, and other similar uses. These projects may not be allowed under current zoning regulations. CRA funding should support projects of this nature in areas supported by the community, in particular along commercial corridors or in historic commercial nodes (such as at N Davis Highway and DeSoto Street).

6. Protect Residential Character

In areas that are primarily residential, support the preservation and protection of residential character.

7. Update the CRA Urban Design Overlay District (CRAUDOD)

- Expand the CRAUDOD to apply to renovations, building in regulations that renovations and rehabilitation projects do not worsen non-conformities with the Urban Design Overlay.
- Add standards to address architectural character, scale, composition, and the location of parking.
- For areas not currently covered by any special or aesthetic review district, expand the CRAUDOD to include.

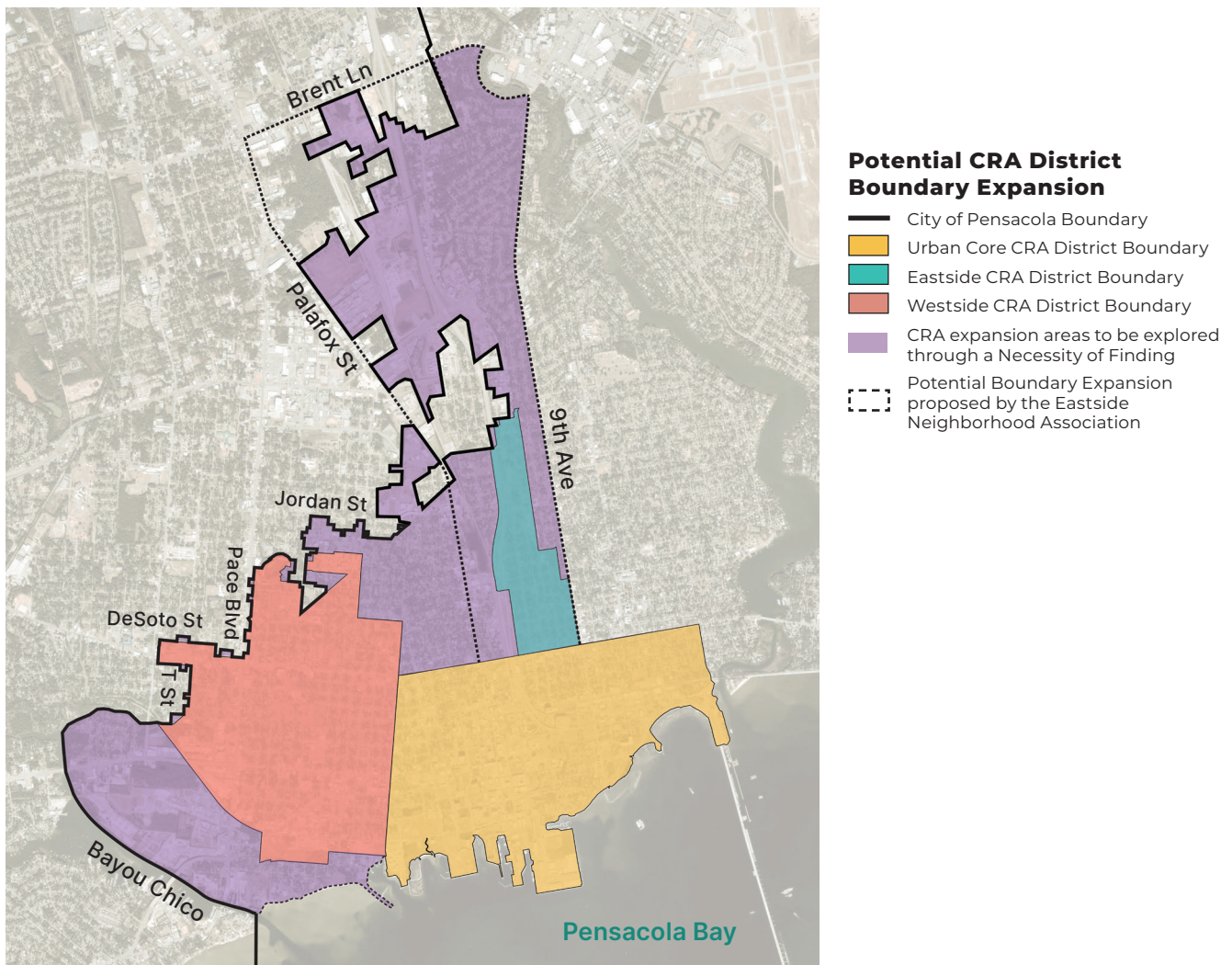
8. Incorporate Neighborhood-Serving Retail

The goal is to allow more neighborhood-serving commercial/retail in places where it makes sense. Through the neighborhood planning, process, the community should develop a plan, identifying specific corridors and nodes that are desirable locations for neighborhood-serving retail. Future updates to the LDC and Comprehensive Plan should reflect these recommendations.



SPECIAL DISTRICTS & UDOB

Where guidance and standards are provided on architectural scale, options should be provided to allow flexibility to meet the intent of the standards through comparable or similar design strategies and materials. The focus should be on building and parking siting, simple massing, appropriate scale, facade composition, and other strategies that improve design without adding cost.

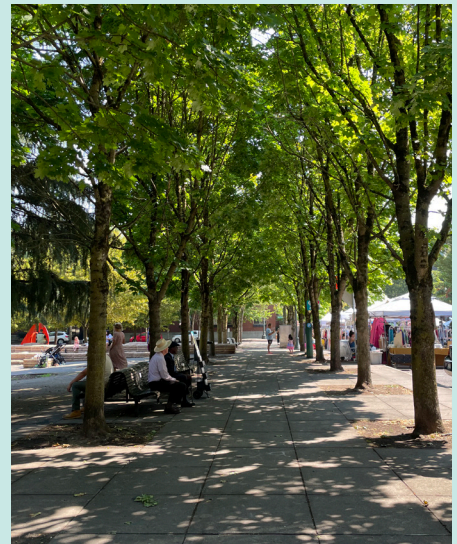


9. CRA Boundary Expansion

The Eastside CRA is the smallest of the CRA districts, and it generates the least TIF funding, limiting the impact that the CRA investment has in the district. This has reinforced a self-fulfilling pattern: an area that has historically been disinvested in receives less investment year-over-year compared to other districts. The Eastside Neighborhood Association supports the expansion of the Eastside CRA boundary to the east, west, and north. An expanded boundary would generate more TIF revenue, which could be reinvested back into the district. The CRA should conduct a Necessity of Finding to explore potential boundary expansions for all of the CRA Districts and engage the community in the process to determine which areas should be expanded, depending on compliance with the statute and demographic analysis. The boundary shown is a prospective boundary that may be modified with further data analysis and community input.



Miguel Maito



Aleksandr Vorobev



Fly View Productions

DESIGNING FOR SAFETY AND COMFORT

In *Public Square*, the journal for the Congress of New Urbanism, Robert Steuteville writes about necessary elements to create spaces that feel safe and comfortable. Quoting noted architect and urban designer Ray Gindroz, Steuteville outlines the following seven qualities:

HUMAN PRESENCE

People in a public space must feel the presence of other people in the space and in the buildings surrounding the space. The sense that we are not alone and are being observed helps us to behave properly and feel safe. Windows are symbols of that presence, whether people are behind them or not. Mixed-use buildings help promote 24-hour presence.

CONGENIALITY

The dimensions and scale of the space should encourage comfortable interactions among people.

HUMANE PROTECTION

Mechanical devices such as cameras and gates should be invisible. Where possible, police presence should be personal, on foot or bicycle, so police officers can interact with others.

VISIBILITY, LIGHT, AND OPENNESS

Open views that enable us to see other people and to be seen—by people driving by, as well as by others in the space—provide natural supervision. Light should ensure nighttime visibility.

ORDER

Coherent landscapes, streetscapes, and signs in both the public rights-of-way and bordering properties make a clear statement that a space is well-managed and safe.

CONNECTIONS

Spaces must be perceived as part of an interconnected network of streets and public open space, so we feel we have access to others who make the space safe.

LEGIBILITY

The clarity with which each space connects to the rest of the city helps us understand the form of the city and keeps us from feeling lost.

ECONOMIC DEVELOPMENT

The Economic Development category includes recommendations that would bring commercial and mixed-uses to the districts, add jobs, and build support for businesses. Examples of recommendations in the Economic Development category include:

- Mixed-use and commercial infill development;
- Incubators and employment uses;
- Building strategic partnerships;
- Commercial property improvement programs;
- Partnering to support small businesses and workforce development.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Economic Development policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.



Mikael Blomkvist



Alvarez

RECOMMENDATIONS

1. Commercial Property Improvement Program (CPIP)

- Recommend that the CPIP program be expanded to this district.
- Explore incentives that close gaps for private developers and property owners to make improvements.

2. Neighborhood Commercial Nodes

- Support the development of small neighborhood-scale retail nodes through the construction of single-story retail buildings or the conversion of houses into small-scale restaurants and shops. Neighborhood commercial should be located along higher visibility/traffic corridors, or at nodes that have historically had commercial uses. Some of these locations include along De Soto and Blount Streets. Another area may include sites along Dr. Martin Luther King, Jr. Drive and N Davis Highway, specifically between Scott Street and Mallory Street.
- Prioritize these nodes for the Commercial Property Improvement Program (CPIP), once expanded to this district.
- Ensure that neighborhood nodes are not zones for multi-story or vertical mixed-use buildings that would disrupt the scale and character of the neighborhood.

3. Workforce Development and Skills Training

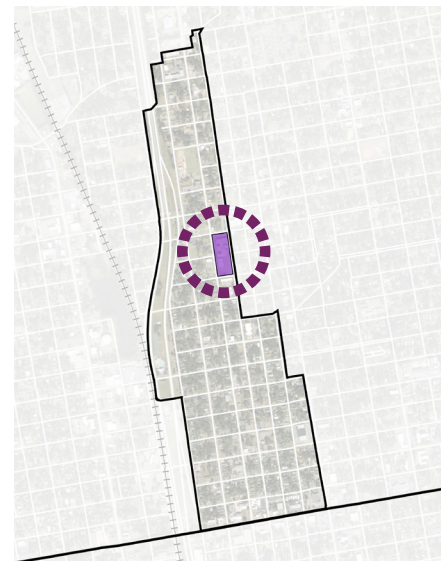
- Partner with local organizations that coordinate workforce training opportunities and support for entrepreneurs and small businesses.
- Connect these opportunities and programs to places neighborhood residents already frequent (community centers, libraries, etc.).
- Ensure that neighborhood organizations and residents are aware of job and business opportunities that arise from investment coming into the neighborhood, especially around Hollice T. Williams Park and as part of the Crystal Ice House Market.
- Partner with developer(s) and/or local organization(s) to create spaces for small local businesses and entrepreneurs to lease and operate.

4. Relationship with Escambia County School District

- Continue to build a relationship between the Escambia County School District and the CRA.
- Provide constructive input into planning for future school sites and the redevelopment of any surplus school district-owned property.



Neighborhood grocery store in Eastside



Land owned by the Escambia County School District in the Eastside CRA District

5. Partnership with Escambia County

Work with Escambia County to execute joint projects, such as streetscape improvements or design guidelines, and coordinate with ongoing plans.

6. Strategic Development Support and Incentives

- Motivate private investments where the return on investment is currently too low relative to competition from other regions. Consider a broad array of incentive tools - in addition to fiscal tools, consider zoning policies, land contribution, and permitting and regulatory relief as part of the toolkit.
- Tie the applicants' qualifying criteria to Key Performance Indicators (KPIs) aligned with key policy goals and the City's Strategic Plan.
- Conduct cost-benefit analysis to determine the programs' fiscal impact.
- Consider a phased approach to test the programs in specific high-priority areas before expanding their application.
- Consider combining guidance on community benefits agreement with incentive design to ensure fairness and preempt gentrification concerns.
- Leverage state and federal programs to maximize the impact of local programs.

7. Community Benefits Guideline

- Consider establishing a standardized process and framework of structuring Community Benefits Agreements for redevelopment projects. Ensure fair and predictable outcomes for the community, the City, and the private developers and investors.
- Pay special attention to potential redevelopments around the Hollice T. Williams Park.



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RECOMMENDATIONS

NEIGHBORHOOD DEVELOPMENT

The Neighborhood Development category includes recommendations that would build neighborhood organization capacity, preserve cultural landmarks and historic buildings, and create branded destinations. Examples of recommendations in the Neighborhood Development category include:

- Neighborhood identity and wayfinding;
- Neighborhood capacity building;
- Corridor development;
- Development of entertainment destinations;
- Community policing strategies.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Neighborhood Development policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.



Community destinations in the Eastside

RECOMMENDATIONS

1. Neighborhood Capacity Building

- Secure grants to support and help the neighborhood organization build capacity.
- Identify resources that the neighborhood organization can connect to (such as non-profit development courses at Pensacola State College, Neighborworks, etc.).

2. Develop Neighborhood-Specific Plans

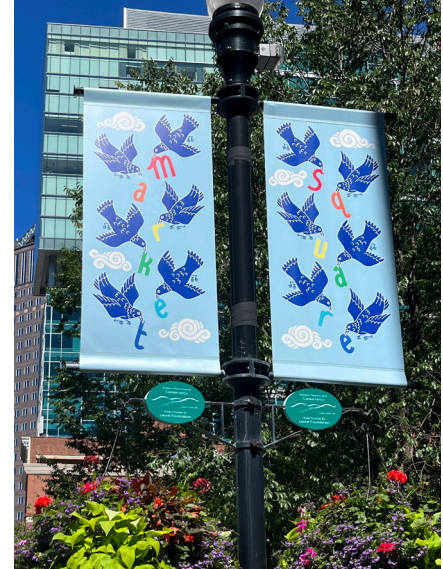
Fund and support the development of neighborhood plans that define projects and activities that are most important to the neighborhood. The CRA and City should define the topics appropriate for neighborhood plans (such as increases in density, locations for mixed-use, lot sizes, and considerations about adjacent uses). The City and CRA should also help to identify implementation activities that would be the responsibility of the neighborhood and those that would be led by the City, CRA, or partner organizations.

3. Neighborhood Identity and Wayfinding

- Fund efforts to support neighborhoods in developing unique identity, branding, and wayfinding for individual neighborhoods, areas of cultural significance, and special districts. These efforts can be used to reinforce sense of place and distinguish neighborhoods and special districts from one another.
- Fund the installation of branded neighborhood gateway signs, banners, and other placemaking elements.
- Rather than marking and defining the edges of CRA Districts, placemaking signage should be used to indicate centers and places people gravitate toward. Identity signage should focus on places like Hollice T. Williams Park, the Crystal Ice House Market, Magee Field, and other cultural landmarks or community destinations.

4. Revitalize Cultural Landmarks and Historic Buildings

Offer incentives and support projects that preserve and celebrate cultural destinations and preserve historic buildings, like the H&O Cafe. Look for viable uses to adaptively reuse important buildings in the neighborhood.



Signage based on local destinations



Public art establishes a theme

5. Community Safety

Fund programs that enhance community safety in the CRA District, reducing minor and violent crimes. Making places feel safe will encourage further investment and new residents moving into the district. Community policing strategies may include:

- Funding increased patrols in the CRA District;
- Working with the police department to employ community policing best practices (bicycle patrols, community outreach events, etc.);
- Funding violence prevention programs, such as park or community ambassadors or outreach team members.



LEARNING FROM SAFE COMMUNITIES

BUILDING RELATIONSHIPS

Police should work with community members to build trust and rapport. This can lead to more people reporting crimes and providing information.

TRANSPARENCY

Police should be open about their policies and procedures, and how they operate. This can help build trust and accountability.

PROACTIVELY SOLVING PROBLEMS

Police should work with the community to identify and address the underlying causes of public safety issues.

EMBEDDING COMMUNITY ENGAGEMENT

Community engagement should be a core part of an agency's culture. When people trust the police, they are more likely to follow the law and help create a safer community.

WHAT ARE EXAMPLES OF COMMUNITY VIOLENCE INTERRUPTION (CVI) INITIATIVES?

- Violence interrupter programs, which use peace-building approaches to stop violence before it occurs by placing ambassadors on the street who can de-escalate conflict, provide mediation, and build supportive relationships with those at highest risk of experiencing violence.
- Programs to reduce gang-related affiliation and connect at-risk young people to employment and economic opportunities.

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RECOMMENDATIONS

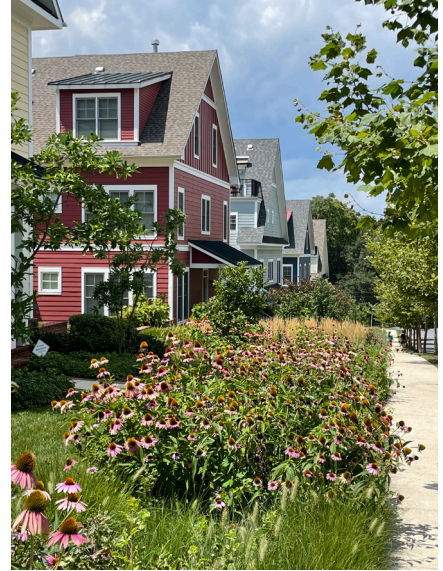
HOUSING

The Housing policy category includes recommendations that will increase the options for housing in the district, including rental and homeownership and a range of housing types and affordability. Examples of recommendations in the Housing category include:

- Providing incentives for developers to build affordable housing;
- Working with developers to improve the quality of proposed housing design;
- Developing pre-approved building plans;
- Acquiring land for infill housing;
- Substantial rehabilitation of existing housing;
- Residential property improvement programs;
- Supporting first-time homebuyers;
- Large-scale mixed-use, mixed-income housing development.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Housing policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.



RECOMMENDATIONS

1. Residential Property Improvement Project (RPIP)

Continue offering property improvement programs, such as RPIP and the Resiliency program, to preserve and create affordable housing units.

2. Demolition and Reconstruction Funding Program

- Develop a companion program to the RPIP for substantial demolition and reconstruction (for primary structures and ADUs, rehabilitated or new construction). This could be accessed by both owners as well as developers to facilitate infill in the districts.
- Applicants would need to demonstrate that preservation wasn't feasible.
- The CRA should conduct a study of contributing structures to historic character in neighborhoods to ensure that significant buildings are not demolished as part of this program.

3. CRA-Led Infill Development

- Acquire lots for infill development.
- Help fund the construction of new housing, partnering with organizations such as the Homebuilders Association to keep costs as low as possible.
- Facilitate land swaps to locate the highest and best uses along key corridors.

4. Partnership with Community Land Trusts for Infill Development

- Acquire lots for infill development and convey to Community Land Trust(s), such as the Northwest Florida Community Land Trust. Reference Escambia County's escheated property list to target lots for potential acquisition.
- Help fund the construction of new infill housing, partnering with organizations such as the Homebuilders Association to keep costs as low as possible.
- Facilitate land swaps to locate the highest and best uses along key corridors.

5. Pre-Approved Building Plans

Continue to develop a selection of pre-approved building plans, especially for narrow 30-foot infill lots, and establish a program where potential homebuyers can apply to use these plans. Partnering with a local builder experienced in this building type should be explored to help implement this program.

6. First-Time Homebuyers

- Identify barriers that may keep residents from using the first-time homebuyers programs provided by the City and the county.
- Connect potential first-time homebuyers to financial incentives.
- Explore strategies for increasing homeownership.



Minor cosmetic upgrades include painting and small repairs



Andres



LEARNING FROM GREAT NEIGHBORHOODS

Require affordable housing projects receiving CRA funding to meet general design standards, including the principles of good design described below.

BUILDINGS FRONT PUBLIC AREAS

If a development does not include public streets, parking drive aisles should be designed with enhancements to make them "street-like," i.e. with shade trees, non-circuitous sidewalks, street furniture such as benches, trash receptacles, and street lights.

ACCESS

Convenient access to public transit, walking/bike trails, and amenities enhances access to opportunities for employment, education, and cultural experiences.

NEIGHBORHOOD-SCALE STREETS AND BLOCKS

Development should be organized into blocks that are less than 3 acres each to create a walkable community. Streets should create an interconnected grid, with comfortable, shaded sidewalks.

FRONTS AND BACKS

Buildings should have discernible fronts and backs. Front facades should face other front facades and rears of buildings should face other rear facades.

PERIMETER FRONTAGE

Fronts of buildings should face publicly accessible streets (or parking lot drive aisles designed to be "street-like") or greenways. Service areas, off-street parking, and semi-private outdoor space should be located in the center of blocks or in the rear of buildings.

DIVERSE BUILDING TYPES

The objective is to build new homes in new or extended neighborhoods. A range of building types and architectural designs are required to move from building a development or apartment complex (typically with one or two repeating building designs) to a neighborhood.

MIXED-INCOME

If possible, affordable projects should aim to serve a range of incomes by offering a range of unit types and sizes, or by building in long-term affordability through subsidy for a portion of the units.

HUMAN-SCALE BUILDING ELEMENTS

Architectural elements including porches, stoops, awnings, balconies, and other elements are necessary to create places where people can interact and enjoy outdoor space. The scale of buildings should be consistent with the surrounding neighborhood.

ACCESSIBLE AMENITIES

The development has a diverse range of indoor and outdoor amenities, including small parks for children, indoor community gathering space, fitness amenities, etc.

QUALITY MATERIALS

Build affordable housing with high-quality, durable materials that are comparable in quality to moderate market-rate projects to ensure affordable projects will not be easily identified or stigmatized.

7. Affordable Housing Incentive

- Use incentive programs aligned with the principles and goals of the redevelopment plan to continue to fund affordable housing projects.
- Identify target areas for incentives, which may include affordable housing, infrastructure improvements, coordination with redevelopment project(s), floodproofing as a means to encourage certain uses, etc.
- Engage partners like the Northwest Florida Community Land Trust to develop high-quality affordable projects in the CRA Districts.
- Include supportive housing as part of the affordable housing incentive.
- Ensure that all affordable housing is designed to fit into the character of the surrounding area.

8. Small-Scale Affordable Housing Rental Program

Create an incentive program to create and preserve affordable missing middle rental housing. The CRA is restructuring the TIF Rebate Incentive program to offer greater flexibility and effectiveness in supporting redevelopment within the city's redevelopment areas. The updated program is designed to be more robust, enabling developers to access tailored incentives that better align with the unique needs of their projects. By introducing a more adaptable framework, the revised TIF Rebate program will provide a wider range of options, ensuring that developers receive timely support while fostering sustainable growth in key redevelopment zones. This revamped incentive structures aims to drive economic development and revitalization efforts across the city, enhancing the overall impact of the program.

9. Large-Scale Redevelopment Projects

- Ensure that there are authentic opportunities for community engagement and public participation.
- Select developers and design consultants that adhere to principles of good urban design (connected street grid, walkable block size, streets designed for pedestrians, mix of uses, dense and compact building types, access to transit, creation of public gathering spaces, etc.).
- Large-scale redevelopments must be broken into walkable block sizes with public streets or publicly-accessible private drives designed like public streets (with on-street parking and sidewalks).

10. Quality Multifamily Development

Use New Urbanist design principles in the design of multifamily housing developments. Incorporating language into the CRA's RFQs and RFPs specifying the selection of developers and/or design consultants who adhere to New Urbanist design principles will ensure alignment with best practices.

11. Sensitive and Flexible Design Standards

Rather than establishing new historic districts with rigid requirements that can be onerous to lower-income households, the CRA should develop expanded Design and Form Standards that are a requirement for all projects receiving CRA funding. These standards will be intended to protect the neighborhood scale and character, but will be administered by the CRA, allowing for collaboration and flexibility to work with homeowners to find solutions they can afford.



Increasing opportunities for homeownership is a priority

Olga Sandr Pridvalnyi

TRANSPORTATION, STREETS, AND PARKING

Transportation investments are an essential component to achieving broader community goals. Streets, trees, sidewalks, bicycle lanes, public art, and parking spaces often make up the majority of the land area of communities and are the heart of the public realm. As a result, many economic development plans and community-oriented policies are contingent on their thoughtful alignment with transportation projects. Ensuring that residents feel safe and comfortable while walking, driving, biking, taking transit, using public amenities, and patronizing businesses is always an important factor for all great neighborhoods.

The transportation recommendations outlined in this section can be understood as adhering to the following three high-level goals:

- **Accessibility** Support the development of an integrated and connected multi-modal transportation system that focuses on improvements that prioritize people walking, biking, using transit, and people with disabilities, providing everyone the opportunity to reach destinations for employment, leisure, and essential services.
- **Placemaking and Public Realm** Design transportation projects and site design that preserves community identity and provides welcoming spaces for civic, social, and commercial activity.
- **Safety** Provide safe and comfortable streets to support healthy and vibrant communities while improving residents' quality of life and the overall walkability of the commercial core and neighborhoods.

The recommendations detailed in this section were shaped by community feedback and build on efforts undertaken by the CRA in previous plans, the City of Pensacola, and the Eastside community. Specifically, these recommendations are aligned with the Active Transportation Plan (ATP) adopted by the City in August 2023 and the 2000 Urban Infill and Redevelopment Plan, including its later amendments.

In the Eastside, transportation strategies are focused on establishing a neighborhood identity and strengthening connectivity to Magee Field and Hollice T. Williams Park through improvements to aesthetics and safety.

Recommendations contained in this section are intended to improve safety, connectivity, accessibility, and navigability for all users and are focused on improvements that support and further the special demonstration projects and that are focused on selective corridors for improvements. These corridors are generally identified as primary streets but may also include other key streets and intersections that provide important connectivity within the district.

ACTIVE TRANSPORTATION PLAN (ATP) – 2023

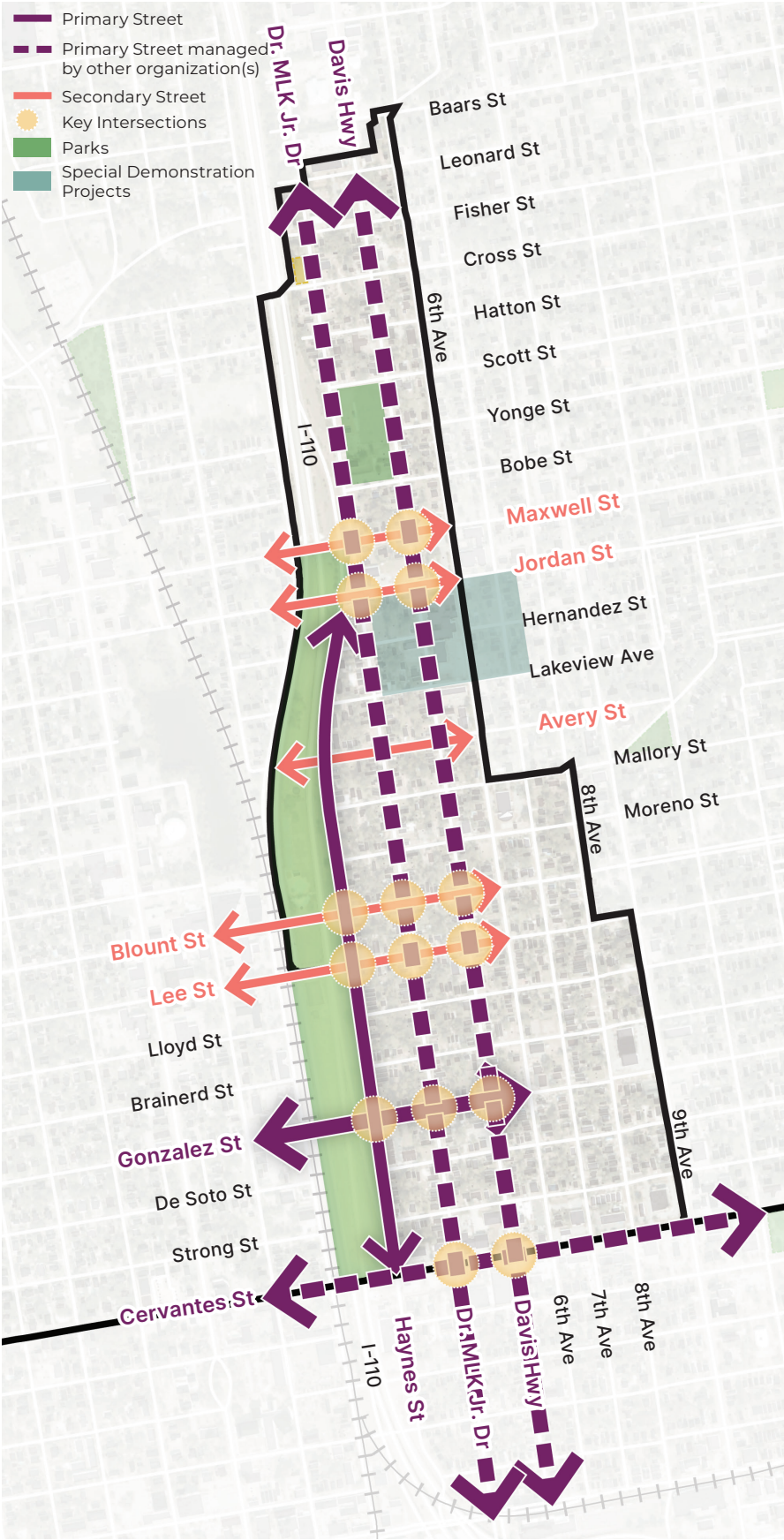
The goal of the ATP is to accommodate all community members and encourage alternative transportation modes outside of car travel. The plan is focused on filling gaps in the transportation network and linking key destinations such as schools, parks, and commercial areas. Three categories of pedestrian- and bicycle-focused infrastructure are established by a Future Network framework in the ATP:

- Neighborhood Greenways
- Bike Routes
- Trails

The Future Network design recommendations include using context-sensitive designs to make streets safer and more accessible based on their location (urban, suburban, etc.), using countermeasures to calm traffic, improve crossings, and/or expanding the bicycle network.

2000 URBAN INFILL AND REDEVELOPMENT AREA PLAN

Categorized by corridor enhancements, neighborhood aesthetics, and neighborhood infrastructure, the 2000 Urban Infill and Redevelopment Area Plan for the Eastside identified solutions for a variety of concerns that are still relevant today. Recognizing neighborhood boundaries, establishing neighborhood identity, and prioritizing pedestrian safety are primary goals that carry through in the following recommendations.



Eastside Streets

Not all recommendations listed are able to be directly undertaken by the CRA, there are various roles for the CRA to play in the implementation of these projects. Some of these roles are further defined in the implementation section of this plan. Recommendations which require the CRA to play more of an advocate role are provided separately as these may be broader and more general and scope or simply not within the CRA's purview yet were identified as a need from community members throughout the engagement process of this plan update.

The goal of creating more safe, accessible, and aesthetically vibrant communities will take advocacy and partnerships across multiple agencies and city departments for transportation improvements that go above the baseline standards. Such improvements may not be routinely implemented currently but as part of a plan that has a 20- year horizon to improve inadequate infrastructure, these simple upgrades could have bigger placemaking impacts and address community needs while also setting the stage for economic and neighborhood development within the Eastside.

RECOMMENDATIONS

RECOMMENDATIONS

1. Curb Management Study

Fund a curb management study and create a plan to maximize opportunities for landscaping, dedicated bicycle lanes, and on-street parking along key corridors.

2. Low-Impact Design Standards

Promote low-impact design standards for use in corridor improvement projects and parking design standards to increase landscaping opportunities and provide stormwater mitigation where necessary.

3. Undergrounding Utilities

For all CRA-funded projects, advocate for the undergrounding of utilities as an investment that adds placemaking and resilience value.

4. Partnerships

Continue and strengthen partnerships with the Florida-Alabama Transportation Planning Organization (FL-AL TPO), the Florida Department of Transportation (FDOT), the Emerald Coast Regional Council (ECRC), and Escambia County Area Transit (ECAT) to integrate CRA projects into the transportation planning process.

5. Two-Way Conversions

Advocate for the two-way conversion of one-way streets to improve safety for drivers, bicyclists, and pedestrians.

6. Intersection and Sidewalk Improvements

The CRA should advocate for and consider funding further analysis for safety improvements that prioritize key intersections along Dr. Martin Luther King, Jr. Drive at E Maxwell St, E Jordan St, Blount Street, Lee Street, Avery St and E Cervantes St to prioritize pedestrian and cyclist connectivity. Additional funding towards countermeasures that go above the standard and are proven to increase safety and prioritize resident quality of life can provide improvements that are cost effective and timely. There are a variety of countermeasures to choose from such as installing leading pedestrian intervals at key intersections and other countermeasures identified in the ECRC Safety Action Plan (December 2024). Additional countermeasures could be explored.

7. Bus Shelter Improvements

Coordinate with ECAT to support bus shelter improvements along main transit lines.

8. Downtown Circulator

- Fund a feasibility study to explore the feasibility of establishing and operating a free downtown circulator.
- Project start-up and long-term operations costs.
- Quantify the economic impact.



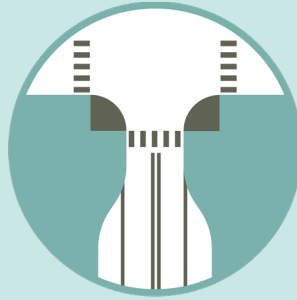
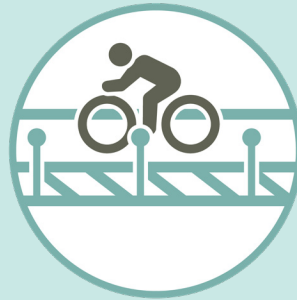
Roberto Machado Noa

Planters and benches help manage curb use

THE CHALLENGE

The Eastside can feel like a pass through for getting in and out of the city. One-way streets like Dr. MLK Jr. Drive and N Davis Highway and access to Interstate 110 give priority to the movement of traffic rather than pedestrians and cyclists. There are several other challenges in the Eastside was voiced by community residents. These challenges are also a common occurrence in other districts. These include:

- Intersections that are unsafe for bike/ped crossing
- Speeding vehicles
- Lack of maintenance on existing pedestrian flashing crosswalk lights
- Lack of pedestrian crosswalks
- Lack of maintenance on existing sidewalks
- Lack of protected space or roadways that accommodate pedestrians and bicycles and connect them across all districts and neighborhoods
- Vehicle dominated streets that make pedestrians and bicyclist feel unsafe
- Roadways that are the most unsafe or are barriers in districts are State roads

**REDUCE SPEED LIMITS****REMOVE OBSTRUCTIONS****CROSSWALK DENSITY****IMPROVED OR RAISED CROSSWALKS****WAYFINDING MEASURES****GATEWAY ENHANCEMENTS****IMPROVED BICYCLE LANES****CURB RADIUS REDUCTION**

COUNTERMEASURES

A countermeasure is a safety improvement that is designed to prevent or offset an issue. While the CRA is not responsible for operation and maintenance of roadways, the CRA can be great partners and advocates for the implementation of such improvements that support and further the CRA's mission and goals. In addition to advocacy for certain improvements, safety improvements should link to Emerald Coast Regional Council (ECRC) Safe Streets and Road for All (SS4A) Safety Action Plan (adopted Dec 2024). Countermeasures that could provide district-wide benefits may include:

REDUCE SPEED LIMITS

Setting speed limits that are appropriate for the surrounding environment helps enhance safety and further street design concepts that prioritize pedestrians and cyclists.

REMOVE OBSTRUCTIONS

Eliminating obstructions that could block sightlines increases safety. Improvements could include measures such as painting curbs red at intersection entrances to prevent on-street parking, trimming overgrown plants, or relocating large signage at eye level.

CROSSWALK DENSITY

Increasing the number and frequency of crosswalks to the network maximizes connectivity for pedestrians and improves safety by providing multiple designated, marked crossing locations.

IMPROVED/RAISED CROSSWALKS

Increasing driver awareness of pedestrians is an important safety measure. Improvements can include installing high-visibility crosswalks, which could incorporate local artwork. Raised crosswalks are elevated a few inches above the road, typically at, or close to, the level of the sidewalk. This treatment not only improves safety but can also act to further define areas of interest through the use of pavers or other special materials.

WAYFINDING MEASURES

A network of signs highlighting nearby pedestrian and bicycle facilities helps guide users to crossing locations as well as cultural amenities.

GATEWAY ENHANCEMENTS

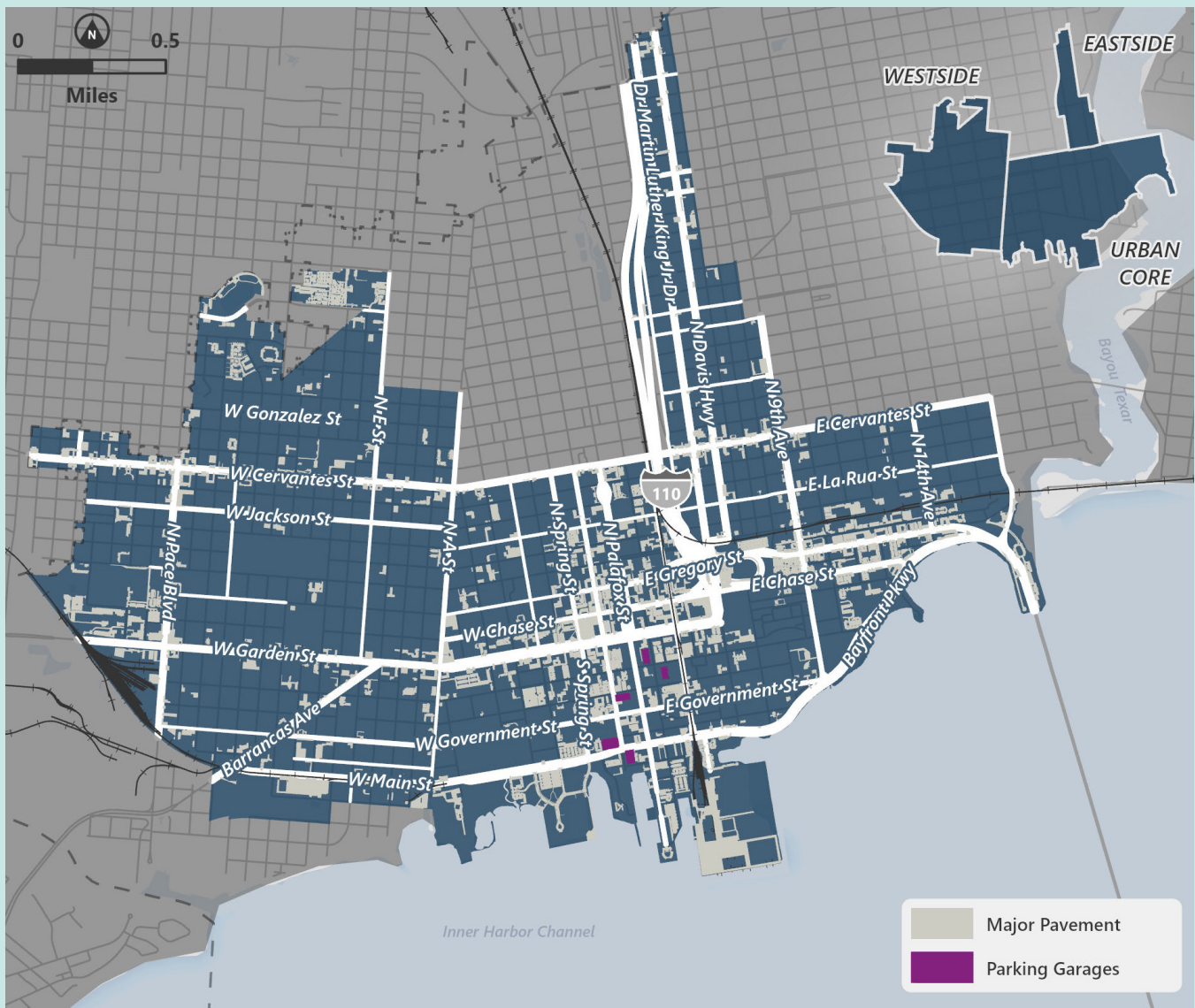
Gateway treatments and enhancements denote a change in context and can include signage, changes in scale or type of landscaping, structures, etc.

IMPROVED BICYCLE LANES

Separating bicycle lanes from other traffic (both cars and pedestrians) with physical barriers, pavement markings, and signage reduces points of conflict, which decreases crashes.

CURB RADIUS REDUCTION

Reducing the radii of curb corners forces drivers to make tighter turns, which typically translates into lower speeds. This also has the added benefit of reducing intersection crossing distances and increasing the visibility of pedestrians.



LEARNING FROM BEST PARKING PRACTICES

Parking plays a major role in an area's mobility. It can be an asset if thoughtfully located – supporting local businesses or meeting the needs of residents who may rely on on-street parking due to narrow residential parcels without driveways. But parking can be a liability when ineffective policies place a premium on parking demands; as a result, the pedestrian fabric of a community is eroded.

Requiring minimum parking standards and locating surface parking lots along street frontages lead to environments that are hostile to pedestrians. The heat island effects that are caused by large areas of asphalt without tree cover, underutilized

parcels, and a lack of street definition make a huge impact on the environment and to the quality of life for residents.

Across the three CRA districts, there are approximately 333 acres of paved surface parking areas. In the Eastside, there are 57 "Major Paved" areas for a total of 15 acres of paving.

PARKING GOALS

The goals of parking recommendations are to:

- Facilitate easy access to downtown while promoting transit and other modes of transportation while prioritizing a more walkable and bikeable environment.

- Coordinate parking locations – surface lots or structured – with transit, micro-transit, and micromobility hubs.
- Develop parking facilities that meet parking needs through a shared parking methodology.
- Minimize impact from parking on the public realm.
- Ensure that parking is safe and accessible to all.
- Retain residential on-street parking in a manner that allows for other community needs to be considered.

9. Parking Projects and Requirements

- Curb management plans can provide efficient allocation of space within the edge of the street to make sure parking, as well as other uses, such as bike lanes or loading areas, can also be accommodated.
- Quick-build pilot projects that either remove or add on-street parking can provide short-term improvements that allow residents and visitors to experience impacts before committing to large financial investments.
- Convert strategically located on-street parking spots (such as at corners or midblock) into landscape zones, parklets, pop-ups, etc.
- Residential garages should be placed in a manner that preserves building presence on the street and provide uninterrupted pedestrian facilities.
- All non-residential buildings and multi-family residential buildings should provide both short-term and long-term bicycle or other micromobility storage space.
- Develop revised parking requirements for infill projects that uses parking requirements from Urban Core CRA District commercial uses and further provides flexibility that are responsive to Eastside's unique redevelopment challenges and consider such conditions as distance to transit stops and whether or not development is a rehabilitation of an existing structure.



Crosswalks and other decorations on the street can improve streets' look and feel

RECOMMENDATIONS



LEARNING FROM LEADING PEDESTRIAN INTERVALS

Leading pedestrian intervals are traffic signal adjustments that give pedestrians a head start to cross the street. Typically, the walk signal for pedestrians is displayed three to seven seconds before vehicles are given a green light to proceed. This helps to bring drivers' awareness to the presence of pedestrians, reducing conflicts with turning vehicles and improving safety.

Caleb Oquendo

OPEN SPACE AND COMMUNITY AMENITIES

The Open Space and Community Amenities policy category includes recommendations that enhance the quality of life within the district by increasing access to parks, trails, recreation, community centers, and other community destinations. Examples of recommendations in the Open Space and Community Amenities category include:

- Recommendations about specific parks or open spaces;
- Recommendations for new or improved community amenities;
- Qualities that the CRA should prioritize in proposed designs, such as natural habitats or tree canopy and shade;
- Participation in the City's upcoming Parks Master Plan;
- Celebration of places with historic and cultural significance in neighborhoods and special districts through public art;
- Requirements for developers to incorporate public art into their developments;
- Walking and bicycling connections to existing or future parks and destinations;
- Recommendations for community garden, improvements to cemeteries, and other neighborhood opens space.

The policy recommendations emerged as important through the CRA Plan Update process, through a combination of community input and suggestions, conversations with CRA and City staff about challenges of the current development review and approvals process, and relevant recommendations from the previous plans. Some recommendations are location-based, while others are global and applicable to the whole district.

The Open Space and Community Amenities policy recommendations, like the Special Demonstration Projects, are intended to provide examples of appropriate CRA projects. However, policies are not limited to those listed. The policies included are not listed in order or priority. The CRA will use the evaluation tools in the Implementation chapter to prioritize projects and match projects to available funding.



Nikodah



Sasistock

RECOMMENDATIONS

1. Parks Master Plan

- Participate in the 2025 Parks Master Plan being conducted by the City Parks and Recreation Department.
- The plan should assess the existing conditions and amenities and make recommendations for enhancing existing amenities, increasing the usability of the existing open spaces and cemeteries, and transforming vacant lots into new neighborhood parks where needed.
- The planning process should engage residents, relying on community input to guide the amenities, designs, and programming of parks.
- Park designs should prioritize amenities and programming that match the desires and needs of surrounding demographics.
- All interventions in parks and public spaces should prioritize increasing shade, comfort, and usability.
- Neighborhood parks or publicly-accessible open space should be located within 1/4-mile of all neighborhood blocks.
- The CRA may explore the option to fund future specific park enhancements that relate to placemaking.

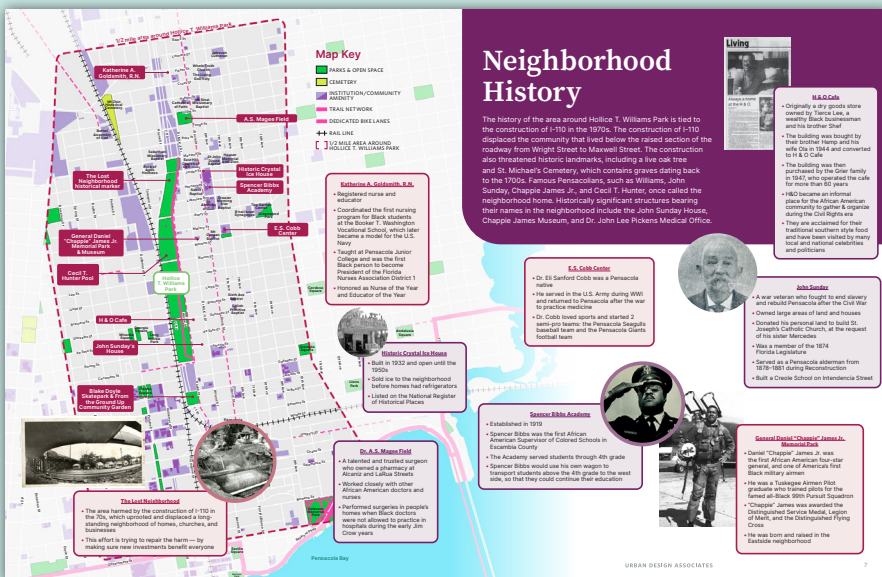
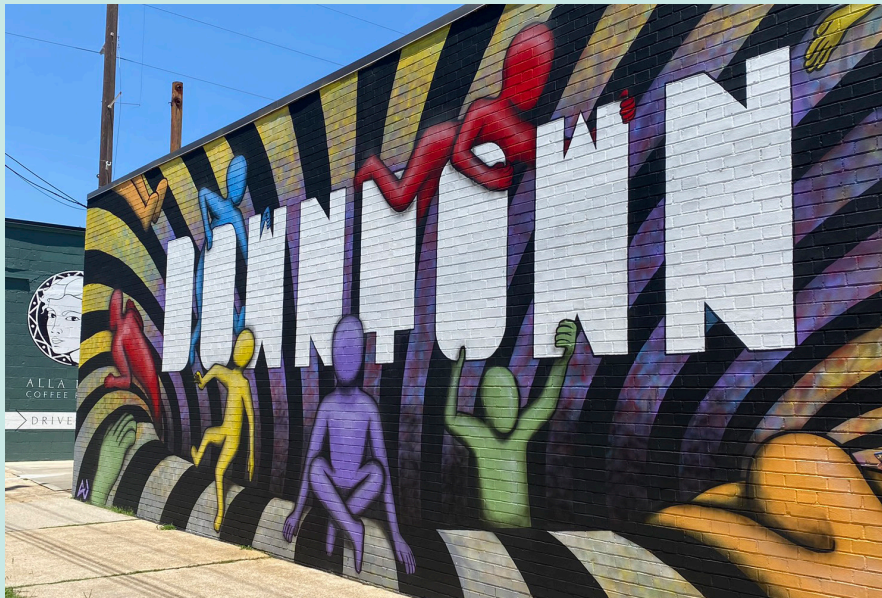
2. Art Requirement for New Development

- Require new development receiving CRA funding to meet a requirement to incorporate public art that celebrates the history, culture, or place.
- Projects would be identified, funded, and installed by private developers; also explore "in-lieu" options.
- The CRA and City should identify and help initiate a regional arts organization that would eventually facilitate the program.

3. Natural Habitats and Tree Canopies

Require the use of native plant species, the creation of natural habitats, and tree canopies to provide shade in CRA-funded projects.





Excerpt from Equitable Development Framework Plan (2024)

4. Community Facilities

Fund and build improvements to community facilities and programs, such as healthcare services, education, telehealth, community gathering space, a new senior center, a career learning lab, and cyber lounge.

Potential new locations for community facilities that should be studied include sites near Magee Field and/or infill sites along Dr. Martin Luther King, Jr. Drive and N Davis Highway.

5. Public Restrooms

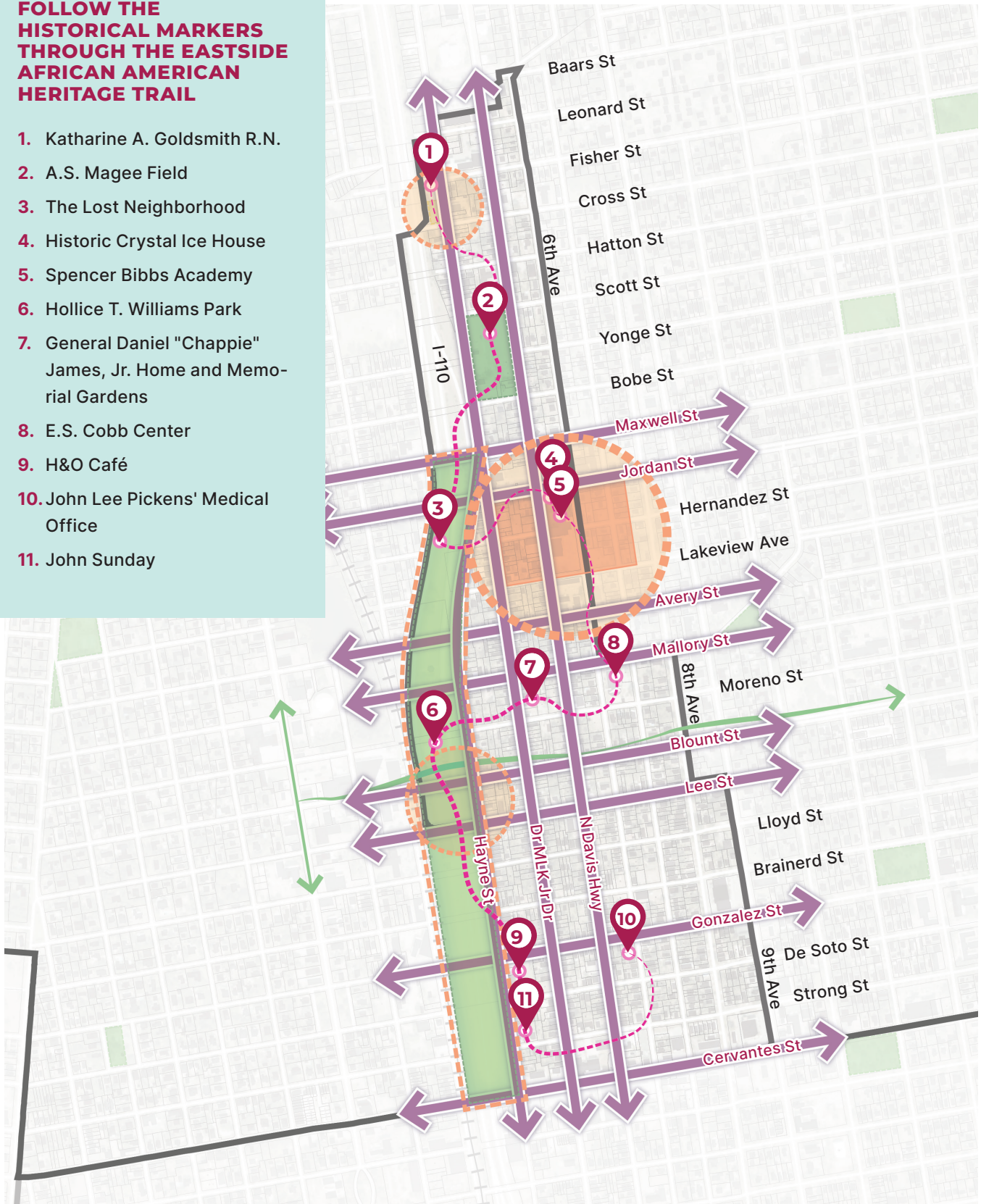
Partner with the City to identify locations, establish standards for design and maintenance, and support the construction and maintenance of public restrooms in or near public parks and highly-trafficked areas. Some potential locations may include Hollice T. Williams Park, Magee Field, or near the Crystal Ice House Market.



Public restrooms can be added to parks, along streets, or in other public areas

FOLLOW THE HISTORICAL MARKERS THROUGH THE EASTSIDE AFRICAN AMERICAN HERITAGE TRAIL

1. Katharine A. Goldsmith R.N.
2. A.S. Magee Field
3. The Lost Neighborhood
4. Historic Crystal Ice House
5. Spencer Bibbs Academy
6. Hollice T. Williams Park
7. General Daniel "Chappie" James, Jr. Home and Memorial Gardens
8. E.S. Cobb Center
9. H&O Café
10. John Lee Pickens' Medical Office
11. John Sunday





The Spencer Bibbs Center is a stop along the African American Heritage Trail in the Eastside

6. Community Gardens

- Assess the need for and interest in community gardens in public parks as part of the 2025 Parks Master Plan.
- Build relationships with potential garden operators.

7. Stormwater and Drainage Infrastructure Maintenance

Recommend that the City address stormwater and drainage issues along E Mallory Street between Hayne Street and 9th Avenue, along E Gonzalez Street, and Avery Street.

8. Eastside African American Heritage Trail

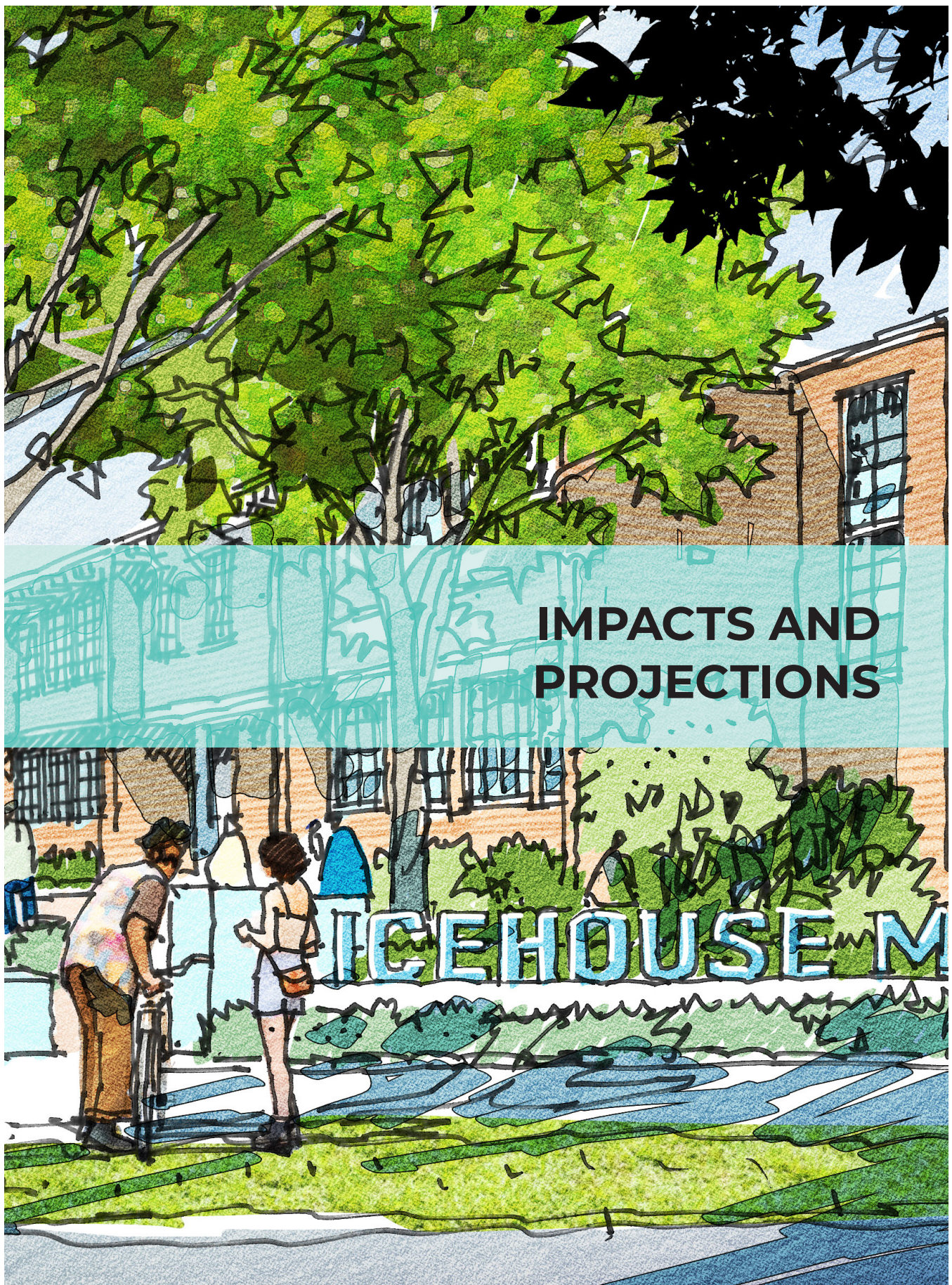
Continue to celebrate and support the African American Heritage Trail that connects the historical markers that tell the history of cultural landmarks in the Eastside.

9. Connections to Hollice T. Williams Park

Study the east-west pedestrian and bicycling connections to and from Hollice T. Williams and identify priority paths for streetscape improvements.



Community gardens can be a great way to build community participation



IMPACTS AND PROJECTIONS

NEIGHBORHOOD IMPACT ELEMENT

This plan makes provisions for affordable housing through rehabilitation and new construction. Shortages in affordable housing will be addressed through existing and new affordable housing development strategies, with an emphasis on developing ways in which affordable housing can be integrated within market rate housing projects.

Implementing this plan will improve the quality of life for residents within the Eastside CRA District and surrounding areas. While all impacts cannot be determined without site-specific proposals that evaluate impacts, this section provides a summary of potential impacts that may occur in each category required by statute. The specific categories that must be addressed are as follows: relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.

Relocation

This plan supports the preservation of the existing low- and moderate-income housing facilities in the residential areas. It does not require the relocation of any of the residents of the redevelopment area. The Eastside Infill Housing Special Demonstration Project will add new units to the area housing stock and may incorporate some levels of affordability. Recommendations included in the Housing section support the creation of programs and incentives that will help support the preservation and addition of affordable and attainable housing.

Should there be a need for relocation of residents, minimizing the impact to any residents subject to relocation will be of the utmost importance. Supportive services and equitable financial treatment will be provided to any individual and all families subject to relocation. When feasible, the relocation impact will be mitigated by relocating within the immediate neighborhood and seeking alternative housing options.

Traffic Circulation

The implementation of this plan related to streetscape improvements and traffic circulation are anticipated to positively impact the Eastside CRA District. All recommendations support the enhancement of pedestrian and bicycle safety, multi-modal connectivity, and traffic calming.

Additional traffic may be a result of increasing district-wide housing stock and community resources; however, this plan provides mitigation through the incorporation of on-site parking and improved multi-modal and pedestrian connectivity to alleviate impacts to congestion.

Environmental Quality

The City of Pensacola land use regulations require that stormwater management be addressed as a condition of permitting any development project. When redeveloped, the Hollice T. Williams Park Equitable Development Framework Plan, Dr. MLK Jr. Drive and N Davis Highway Streetscapes, and Gonzalez Street Shareway Special Demonstration Projects will incorporate stormwater retention and/or detention areas. Recommendations for stormwater and drainage infrastructure maintenance and corridor improvement projects also support the incorporation of stormwater mitigation and low-impact design.

Community Facilities and Services

This plan supports increasing the number of and improving the variety and quality of community facilities and services in the Eastside CRA District, which are detailed in the Open Space and Community Amenities section.

This plan recognizes the importance of community facilities and supports planned improvements of these facilities. Existing open space and recreational facilities in the area include Magee Field and Hollice T. Williams Park. This plan recommends the addition of open space and recreational facilities, which are intended to expand access to shared open spaces within the neighborhoods. The continued support of the African American Heritage Trail and pedestrian and bicycling connection to and from Hollice T. Williams Park are also anticipated to improve connections between destinations in and around the Eastside CRA District.

Effect on School Population

This plan anticipates positively impacting the area's school population by recommending the continued building of relationships with the Escambia County School District in order to support the prioritization of projects that will directly improve the safety and experience of students. Streetscape and community facilities improvements proposed as part of the Crystal Ice House Market, Hollice T. Williams Equitable Development Framework Plan, Hayne Street Improvements, Dr. MLK Jr. Drive and N Davis Highway Streetscapes, and Gonzalez Street Shareway Special Demonstration Projects and throughout the district along priority corridors are intended to enhance the safety, accessibility, and experience of students and other residents.

Physical and Social Quality

This plan's recommendations to improve the appearance and safety of highly-trafficked corridors, enhance the pedestrian experience, focus on placemaking and infill development, and increase opportunities for housing and economic development will have a positive impact on the Eastside CRA District's physical and visual character. The implementation of this plan's recommendations will help to create housing, employment, and social opportunities.

PRIORITY PROJECTS

Using the CRA Prioritization Criteria and the agreed-upon scoring matrix, the CRA and consultant team has embarked upon a collaborative process to evaluate the projects and recommendations in the plan. Considerations have been made for implementability, availability of funding, alignment of timelines with other public and private investments, and more. The Priority Projects Matrix is meant to act as a living document that will be updated as project feasibility, funding, and priorities evolve, and as projects on the list are funded or completed. All projections, including timeframes and costing, are estimates intended for high-level budgeting purposes only.

The City and/or CRA's ability to undertake the proposed increment expenditures, create new redevelopment areas, or expand existing redevelopment areas as identified herein may be limited in the future by changes in law or circumstances. The City and CRA should consider utilizing debt financing and bond issuance where feasible and allowed by then-current law to finance capital improvements and thereby expedite achievement of desired redevelopment objectives.

Priority Projects for Eastside CRA	Timeframe	Projected Cost	Potential Funding Sources
Hollice T. Williams Park Equitable Development Framework Plan In order to accomplish the objectives laid out in the Phase 1 Framework Plan, a detailed study should be completed to identify specific policies that the City should adopt. The variety of potential funding sources and broad scope of this transformational project must be confirmed before projecting costs.	0-10 years	TBD	TIF pay-as-you-go and/or Municipal General Fund; Federal Grant; Philanthropy
CRA Boundary Expansion An Analysis and Necessity of Finding study should be conducted as a way to project the potential benefits and scope of expansion. The broad potential scope of this transformational project must be confirmed before projecting costs. The City and CRA should utilize Debt Financing and Bond issues where feasible and allowed by law to finance capital improvements.	0-5 years	TBD	TIF pay-as-you-go
Crystal Ice House Market This projection included renovation of the Ice House building, conversion of the parking lot, the addition of shipping containers and small food/vendor trailers, the construction of a market hall/pavilion and various furnishings that may be required.	0-5 years	\$ 6,998,000	TIF (bond for capital; pay-as-you-go for program); NMTC; CDBG; FL DEO; Private & Institutional Investments; Nonprofit Grants/Corporate Sponsorships
Dr. MLK Jr. Drive & N Davis Highway Curb Management Study and Streetscape Enhancements Enhanced streetscape, bump outs, lighting, intersection improvements, etc. from Cervantes St. to Baars St. were studied for this projection.	0-5 years	\$ 13,269,000	TIF (bond for capital; pay-as-you-go for program); Federal grant (DOT Safe Streets); FL DOT; Local Options Sales Tax (L.O.S.T); Sales Taxes
Gonzalez Street Shareway Re-signing stop signs and selective mini-roundabouts from 9th Avenue to Pace Boulevard (~2.5 miles) were studied for this projection.	0-5 years	\$ 138,000	TIF and/or Municipal GO Bond; Federal grant (DOT Safe Streets); FL DOT
Commercial Property Improvement Program (CPIP) These projections were based on the size of the Eastside CRA District and the existing costs of the Westside CRA District's program, which is assumed to be of similar nature. Total projection is made up of 10 annual increments.	0-10 years	\$ 750,000	TIF pay-as-you-go; Florida West Economic Development Alliance

Priority Projects for Eastside CRA	Timeframe	Projected Cost	Potential Funding Sources
Intersection and Sidewalk Improvements These projections were based on identified priority intersections and represents the estimated cost of raised crosswalks and bulbouts along Dr. MLK Jr. Drive at Maxwell, Jordan, Blount, Lee, Avery, and Cervantes streets.	0-10 years	\$ 158,000	TIF Bond; Municipal GO Bond; Federal grant (DOT Safe Streets); FL DOT
Dr. MLK Jr. Drive & N Davis Highway Two-Way Conversion To estimate this project's cost, the ECRC report was referenced. Assumed conversion would be implemented by the City and milling and resurfacing would be implemented by the State.	0-5 years	\$ 6,496,000	TIF Bond; Municipal GO Bond; Federal grant (DOT Safe Streets); FL DOT
Update the CRA Urban Design Overlay District (CRAUDOD) This projection assumes a 4-6 month study involving community engagement plus a 4-month adoption process, that could be run by a consultant or by CRA staff. The projected cost assumes a consultant fee, not the cost of staff.	0-5 years	\$ 120,000	TIF pay-as-you-go
Incorporate Neighborhood-Serving Retail This projection assumes the addition of one (1) retail node in the neighborhood, using regional parametric costs per approximate area.	0-10 years	\$ 3,812,000	TIF Bond; Municipal GO Bond; Florida West Economic Development Alliance; FL DEO; Private & Institutional Investments
Community Benefits Guideline Projections accounted for the size of the CRA District and resultant revenue in comparison to the other CRA Districts.	0-5 years	\$ 50,000	TIF Pay as you go; Municipal General Fund; Nonprofit Grants
Develop Neighborhood-Specific Plans This projection assumes that the Eastside CRA District remains as one neighborhood with a 4-6 month engagement process. It is also assumed that the City/CRA implements the findings.	0-10 years	\$ 50,000	TIF Pay as you go; Municipal General Fund; FL DEO; Private & Institutional Investments; Nonprofit Grants
Neighborhood Identity & Wayfinding This projection assumes that this project would be completed as a single branding and design package for the entire CRA District due to its size, as well as a variety of street furnishings, signage, and other elements that may be recommended.	0-5 years	\$ 691,000	TIF (pay-as-you-go for study; bond for capital); FL DEO; Private & Institutional Investments; Nonprofit Grants/Corporate Sponsorships; Escambia County's Tourist Development Tax (TDT)

Priority Projects for Eastside CRA	Timeframe	Projected Cost	Potential Funding Sources
Revitalize Cultural Landmarks and Historic Buildings This projection was based on the advertised renovation costs for the H&O Cafe and the E.S. Cobb Center, with other contingencies included.	0-10 years	\$ 2,842,000	TIF Bond; Historic Rehabilitation Tax Credit (HRTC); Federal Grant (HUD); FL Division of Historical Resources; Private & Institutional Investments; Nonprofit Grants
Partnership with Community Land Trusts for Infill Development This projection assumes the acquisition of twenty (20) lots and estimates costs for the new construction of ~1,200 square foot houses on each lot, with very little to no sitework or design costs.	0-10 years	\$ 6,085,000	TIF Bond; County Housing Finance Authority funding; LIHTC; Federal Grant (CDBG); FL DEO; Private & Institutional Investments
Eastside African American Heritage Trail The enhancement and/or addition of new trail markers is assumed.	0-10 years	\$ 200,000	TIF Bond; Municipal GO Bond; Historic Rehabilitation Tax Credit (HRTC); Federal grant (HUD, DOT); FL Division of Historical Resources; Private & Institutional Investments; Nonprofit Grants/Corporate Sponsorships; Local Options Sales Tax (LOST)
Connections to Hollice T. Williams Park This projection assumes street improvements (widened sidewalks, raised crosswalks, etc.) on three priority intersections along N Hayne Street, at Moreno, Lakeview, and DeSoto.	0-5 years	\$ 2,496,000	TIF Bond; Municipal GO Bond; Federal grant (DOT, HUD); FL DEO; Nonprofit Grants; Local Options Sales Tax (LOST)
Residential Property Improvement Program (RPIP) This projection assumes that services would not drastically change from those provided recently; therefore, the cost estimate is similar to the 2024 spending. Total projection is made up of 15 annual increments.	0-15 years	\$ 7,500,000	TIF pay-as-you-go; Federal grant (CDBG); Philanthropy

TIF REVENUE PROJECTION

Methodology for Modeling Potential Future Revenue

The TIF Calculations evaluates the potential revenue impacts of proposed projects and developments using a Tax Increment Financing (TIF) formula. This analysis examines historic property values (parcel data) and supplementary information from CoStar and City-provided documentation to quantify the additional value from new developments and proximity premium uplift for real estate within a 2,000-foot buffer zone of park projects.

The formula integrates multiple components to project total revenue uplift: a Park Premium + Inflation multiplier is applied to parcels near proposed parks; Public Redevelopment Premium + Inflation accounts for valuation increases driven by CRA Plan initiatives; and Private Redevelopment Premium + Inflation incorporates value increases from developer-proposed projects. These premium valuations are then added to the Future TIF Dollar Base, a forecast of parcel-level values spanning 2025–2035, derived from historic valuations between 2020–2024.

Park Premium Methodology

Parks increase the value of surrounding real estate. The park premium buffer methodology utilizes insights from the Florida Recreation and Parks Association (FRPA)'s property value resources calculator to quantify the added value of proximity to park projects. A multiplier is applied to property values within a defined buffer zone, capturing the economic benefits of access to green spaces. This multiplier is calibrated using national and regional trends in property value appreciation associated with park proximity, with adjustments for local market conditions where appropriate.

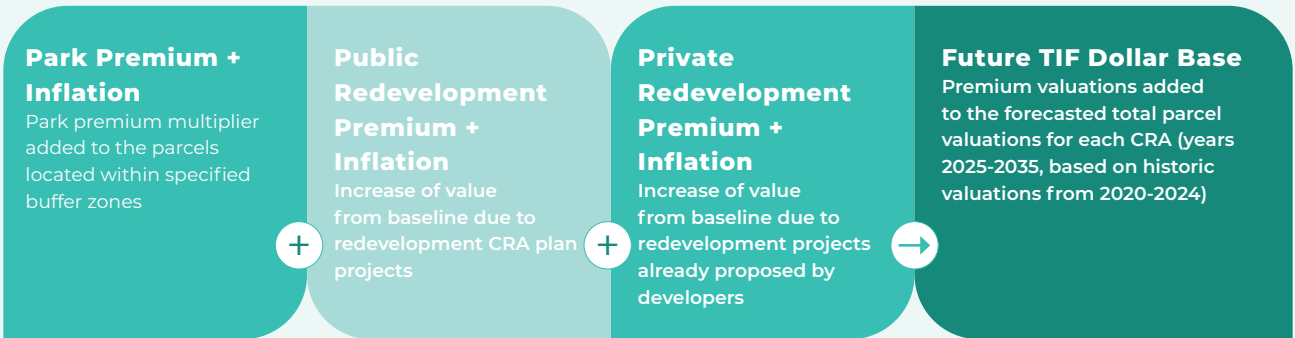
WHAT IS TAX-INCREMENT FINANCING (TIF)?

Tax Increment Financing (TIF) is a method of paying for redevelopment through projections of increased tax revenue on real estate values. The CRA offers TIF rebates to developers as an incentive to redevelop; these rebates are calculated as a percentage of tax increment generated by the project's construction, paid out over a set period of time.

TIF is a method that cities across the country have been using for decades as a tool for local governments to pay for infrastructure improvements and redevelopment of blighted areas. In the State of Florida, city's CRAs are responsible for monitoring/dispersing the TIF revenue.

TIF Calculations Formula

The TIF formula used City-provided historic property values and parcel data, supplemented by CoStar and proposed City documents, as inputs. A multiplier was applied to simulate the proximity premium value uplift for real estate within a 2,000-foot radius of each recommended park project. Additional valuation uplifts from proposed private and public parcels were added to the base CRA forecast data to calculate the total potential revenue from investing in park development.



The buffer boundary logic adheres to industry-standard practices, defining zones of influence based on factors such as walkability, accessibility, and line-of-sight. Properties within a 0.25-mile radius typically receive the highest premiums, with diminishing effects extending up to 0.5 miles or further, depending on the park's size and amenities. These boundaries ensure a consistent and equitable evaluation of the impact of proposed park projects on surrounding property values. The multiplier table is available below:

Identifying Parks For Premium Calculation

The parks selected for the Parks Premium calculation include a series of identified potential park projects outlined in UDA's November 2024 Post-Workshop Survey Summary. This summary captured the perspectives of 174 participants, who were asked for their opinions on specific park initiatives, with one initiative proposed for each CRA. In addition to the three identified parks, the analysis also incorporated the Hollice Park buffer, as this project has been a key component of the contracted JLP+D work.

Park Proximity Premiums	
Improvement Value	Park Proximity
20%	For parcels adjacent to the park
10%	For parcels 1 block away (500 feet)
5%	For parcels 2 blocks away (1,000 feet)

Improvement Value	Park Typology
10%	For active parks
33%	For active and passive recreation areas within the park
70%	For passive recreation within the park

Public Proposed Project Valuation Methodology

Proposed public investment project sites were identified in the UDA November 2024 Post-Workshop Survey Summary, with additional project square footage details provided by UDA. The square footage for each project was multiplied by the market price per square foot, as determined by CoStar. These values were then forecast using a unified appreciation rate to estimate future valuations. The difference between the forecast CRA parcel value and the projected public project valuation is applied to the TIF revenue projection.

Private Proposed Project Valuation Methodology

Proposed private investment project sites were identified using a Q4 2024 CoStar data pull of proposed and under-construction projects, which was subsequently reviewed and validated by city staff. The square footage of each project was multiplied by the market price per square foot, as provided by CoStar. These valuations were then forecast using a unified appreciation rate to estimate future property values. The difference between the forecast CRA parcel value and the projected private project valuation was incorporated into the TIF revenue projection.

Baseline Property Value

Baseline projections for property values were developed by integrating the City of Pensacola's geospatial parcel data with historical numeric tax assessor data provided by the client. This was achieved by aligning the Parcel ID from the geospatial parcel dataset with the corresponding Parcel ID in the numeric tax assessor data, ensuring precise mapping of spatial attributes to their historical valuation trends.

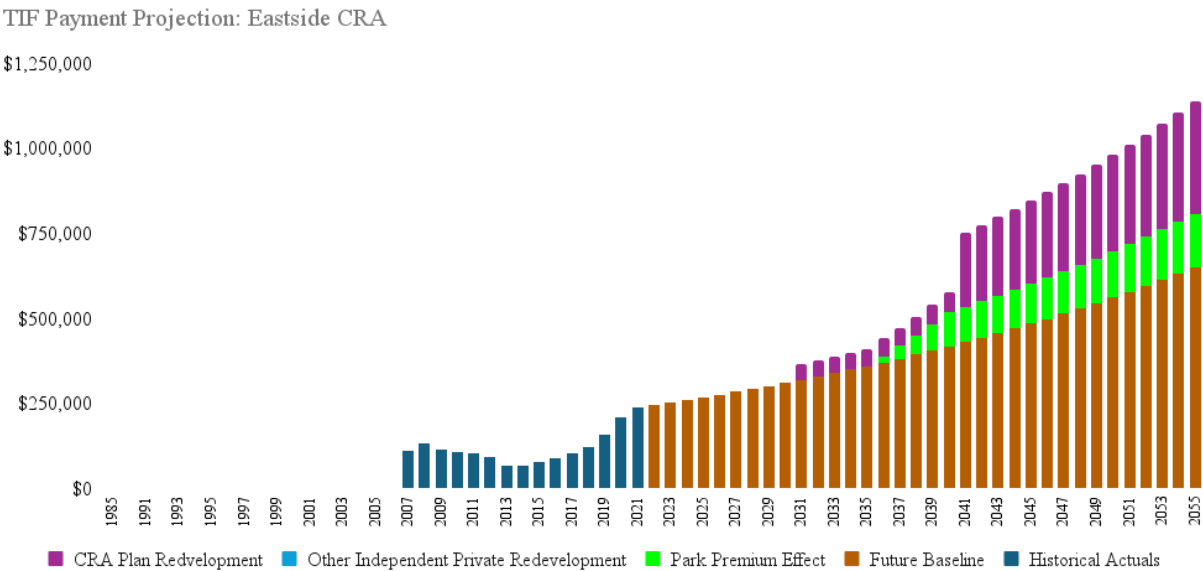
Forecast annual appreciation rates are aligned with Florida's historical real estate inflation rates.

Historic TIF Millage Rates

TIF millage rates were sourced from the client's historical TIF revenue data. The provided data includes the following details:

Year	Eastside	Urban Core	Westside
2008	4.5395	2	4.5395
2009	4.5395	2	4.5395
2010	4.5395	2	4.5395
2011	4.2895	2	4.2895
2012	4.2895	2	4.2895
2013	4.2895	2	4.2895
2014	4.2895	2	4.2895
2015	4.2895	2	4.2895
2016	4.2895	2	4.2895
2017	4.2895	2	4.2895
2018	4.2895	2	4.2895
2019	4.2895	2	4.2895
2020	4.2895	2	4.2895

Eastside CRA TIF Revenue Performance
Summary of Revenue Estimation



IMPACTS AND PROJECTIONS

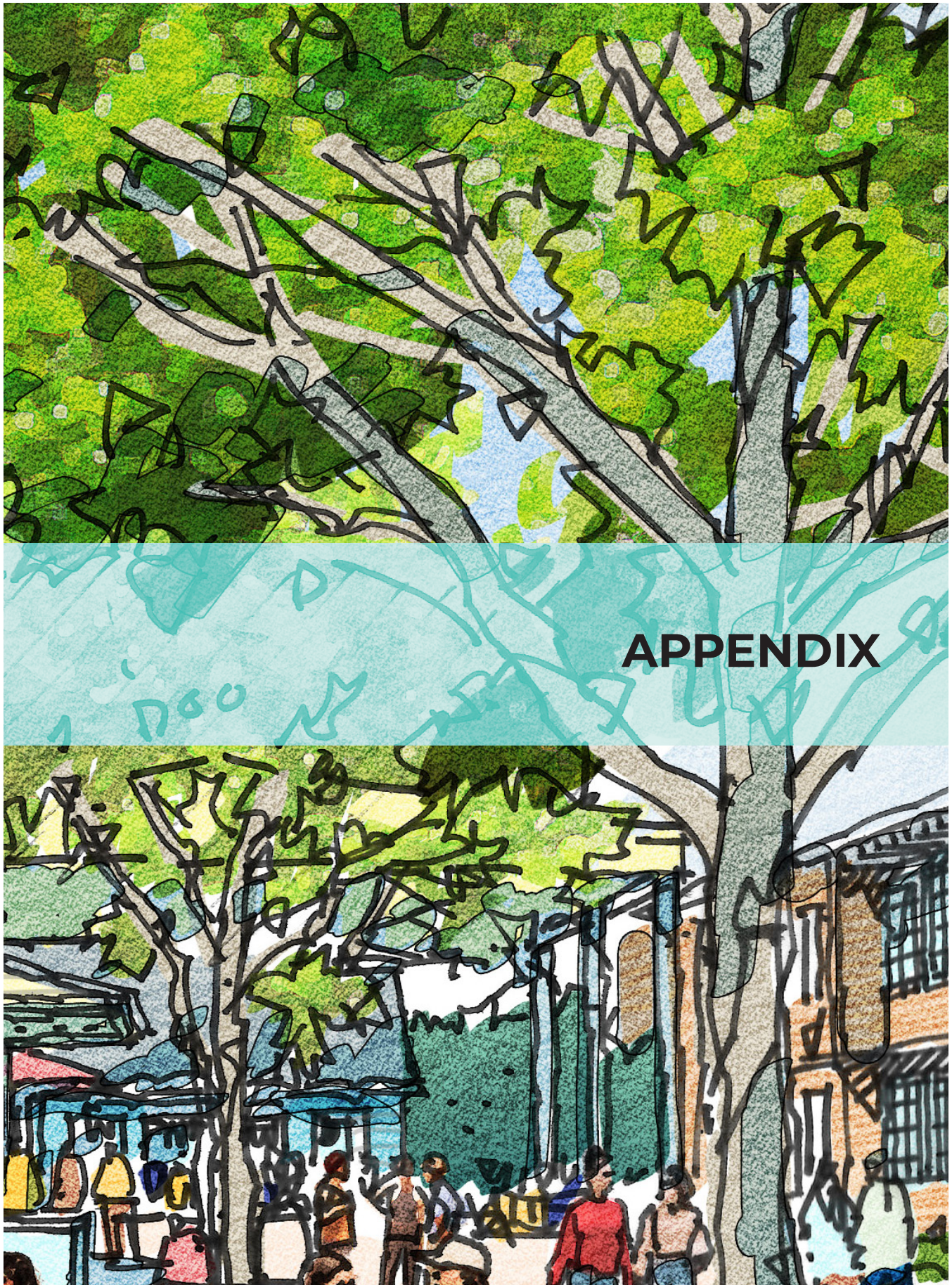
Historically, TIF payments (dark blue) began in the mid-2000s and showed a steady but moderate increase over time. A slight dip between 2010 and 2013 suggests a temporary stagnation in property values tied to broader economic conditions. However, after 2013, a gradual upward trend emerged, aligning with economic recovery and new development initiatives.

The future baseline TIF payment with inflation (brown) represents projected revenue growth in the absence of additional development. This steady increase reflects expected property appreciation and rising assessment values over time.

A notable shift begins around 2030, when additional TIF payments from the CRA Plan’s proposed development (purple) start contributing to overall revenue growth. This marks a turning point where planned public-sector initiatives begin to generate financial returns.

Another critical factor in revenue expansion is the “park premium” (green), which emerges around 2035. This delayed but significant increase indicates the impact of public space enhancements, most noticeably the Hollice T. Williams Park, on nearby property values. Historically, properties near improved public spaces experience appreciation, leading to increased tax increment contributions.

In the Eastside District, there is no other private redevelopment in addition to what is captured in the CRA Plan.



APPENDIX

STATUTORY COMPLIANCE

COMPLIANCE WITH FLORIDA STATUTES

Sections 163.360 through 163.362, Florida Statutes, specify certain elements which must be addressed and content which must be included in community redevelopment plans and modifications to such plans. This Appendix identifies how this Plan Update complies with the statutory requirements.

Florida Statute	Requirement	How the Requirement is Met
§ 163.360(2)(a)	The community redevelopment plan shall . . . [c]onform to the comprehensive plan for the county or municipality as prepared by the local planning agency under the Community Planning Act.	<i>Prior to its approval by the City Council, the Plan Update was submitted to the City of Pensacola Planning Board for review and recommendations, as required by s. 163.360(4), Florida Statutes. The Planning Agency determined that the Plan Update is in conformity with the comprehensive plan for the development of the City as a whole.</i>
§ 163.360(2)(b)	The community redevelopment plan shall . . . [b]e sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the community redevelopment area; zoning and planning changes, if any; land uses; maximum densities; and building requirements.	<i>See the sections herein entitled "Land Use, Zoning, and Special Districts" and "Activities."</i> <i>With respect to demolition and/or removal of structures, see the section herein entitled "Recommendations" and the discussion therein under the heading "Demolition and Reconstruction Funding Program." See also the heading "Prepare Sites for Redevelopment" under the section entitled "Activities."</i>
§ 163.360(2)(c)	The community redevelopment plan shall . . . [p]rovide for the development of affordable housing in the area, or state the reasons for not addressing in the plan the development of affordable housing in the area.	<i>See the section herein entitled "Housing."</i>
§ 163.362(1)	Every community redevelopment plan shall . . . [c]ontain a legal description of the boundaries of the community redevelopment area and the reasons for establishing such boundaries shown in the plan.	<i>See the section herein entitled "Overview of the CRA" for a description of the boundaries of the redevelopment area. See also the section herein entitled "Physical Patterns" which includes various diagrams including use and zoning maps of the redevelopment area and its boundaries. The boundaries of the area are further described in the Finding of Necessity Resolution adopted by the City Council for the redevelopment area</i>

		<i>which includes legislative finding that the conditions in the area meet the criteria for redevelopment and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City.</i>
§ 163.362(2)(a)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate amount of open space to be provided and the street layout.	<i>See the section herein entitled "Open Space and Community Amenities." See also the sections herein entitled "Special Demonstration Projects" which describe and illustrate specific plan and project proposals that indicate open spaces and street layouts.</i>
§ 163.362(2)(b)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [l]imitations on the type, size, height, number, and proposed use of buildings.	<i>See the section herein entitled "Land Use, Zoning, and Special Districts" which includes diagrams, general references to the type, size, height, number, and proposed use of buildings. Limitations are established through the City's broader development, land use and zoning regulations.</i>
§ 163.362(2)(c)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [t]he approximate number of dwelling units.	<i>See the section herein entitled "Real Estate Market" and the housing market statistics, including number of dwelling units, summarized therein. See also the diagrams set forth under the section entitled "Physical Patterns."</i>
§ 163.362(2)(d)	Every community redevelopment plan shall . . . [s]how by diagram and in general terms . . . [s]uch property as is intended for use as public parks, recreation areas, streets, public utilities, and public improvements of any nature.	<i>See the sections herein entitled "Open Space and Community Amenities" and "Transportation, Streets, and Parking." See also the section entitled "Physical Patterns" and the diagram therein entitled "Parks, Open Space, and Amenities."</i>
§ 163.362(3)	Every community redevelopment plan shall . . . [i]f the redevelopment area contains low or moderate	<i>See the section herein entitled "Neighborhood Impact Element."</i>

	income housing, contain a neighborhood impact element which describes in detail the impact of the redevelopment upon the residents of the redevelopment area and the surrounding areas in terms of relocation, traffic circulation, environmental quality, availability of community facilities and services, effect on school population, and other matters affecting the physical and social quality of the neighborhood.	
§ 163.362(4)	Every community redevelopment plan shall . . . [i]dentify specifically any publicly funded capital projects to be undertaken within the community redevelopment area.	<i>See the section herein entitled "Priority Projects."</i>
§ 163.362(5)	Every community redevelopment plan shall . . . [c]ontain adequate safeguards that the work of redevelopment will be carried out pursuant to the plan.	<i>See the section herein entitled "Activities" and in particular the discussion under the heading "Property Disposition."</i>
§ 163.362(6)	Every community redevelopment plan shall . . . [p]rovide for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.	<i>See the section herein entitled "Activities" and in particular the discussion under the heading "Property Disposition."</i>
§ 163.362(7)	Every community redevelopment plan shall . . . [p]rovide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area.	<i>See the section herein entitled "Demographic and Market Analysis" and the discussion therein regarding preventing displacement of residents and businesses. See also the section herein entitled "Neighborhood Impact Element."</i>

§ 163.362(8)	Every community redevelopment plan shall . . . [p]rovide an element of residential use in the redevelopment area if such use exists in the area prior to the adoption of the plan or if the plan is intended to remedy a shortage of housing affordable to residents of low or moderate income, including the elderly, or if the plan is not intended to remedy such shortage, the reasons therefor.	<i>See the section herein entitled "Housing."</i>
§ 163.362(9)	Every community redevelopment plan shall . . . [c]ontain a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects in the community redevelopment area and any indebtedness of the community redevelopment agency, the county, or the municipality proposed to be incurred for such redevelopment if such indebtedness is to be repaid with increment revenues.	<i>See the section herein entitled "Priority Projects."</i>
§ 163.362(10)	Every community redevelopment plan shall . . . [p]rovide a time certain for completing all redevelopment financed by increment revenues.	<i>See the section herein entitled "Overview of the CRA," which specifies the date certain as September 30, 2045.</i>

SUMMARY OF STEP 1 ENGAGEMENT

LIST OF ENGAGEMENT EVENTS

During Step 1 of the planning process, several different types of community engagement were utilized:

Listening Workshop — May 30th, 6:30-8:00 PM

- To explain the CRA planning process and to hear from residents about the key issues to address in the plan
- 32 attendees

Interactive Online Map* (detailed on following pages) — May 28th-August 23rd

- 765 contributions from 213 contributors

Eastside Associations Leadership Meeting — May 28th-31st

- To understand the history of planning in the Eastside neighborhood, and current neighborhood priorities

Stakeholder Meetings* — May 28th-31st

- Topic-based meetings
 - Workforce & Economic Development
 - Housing
 - Community Support Organizations
 - Historic Preservation
 - Arts & Culture
 - Neighborhood Associations
 - Environment & Waterways
 - Parks & Amenities
 - Transportation
- 51 organizations attended over three days

Virtual Workshop #1* — June 11th

- To explain the CRA planning process and to hear from residents about the key issues to address in the plan
- Provided for those that could not attend in-person workshops in May

Community Conversations* — August

- Three additional CRA staff-led workshops
- 138 total attendees

Stakeholder Meetings* — August

- Smaller meeting to discuss specific topics in the three CRA districts
 - Neighborhood Associations Stakeholder Meeting (11 attendees)
 - Environmental & Waterways, Parks & Amenities, and Transportation Stakeholder Meeting (7 attendees)

Pop-up Summer kids camps & Senior Bingo — August**

- Four CRA staff-led events
- 70 total attendees



Listening workshop



Stakeholder meeting



Listening workshop

* This engagement included attendees from all 3 districts

** This engagement was conducted with the Westside and Eastside

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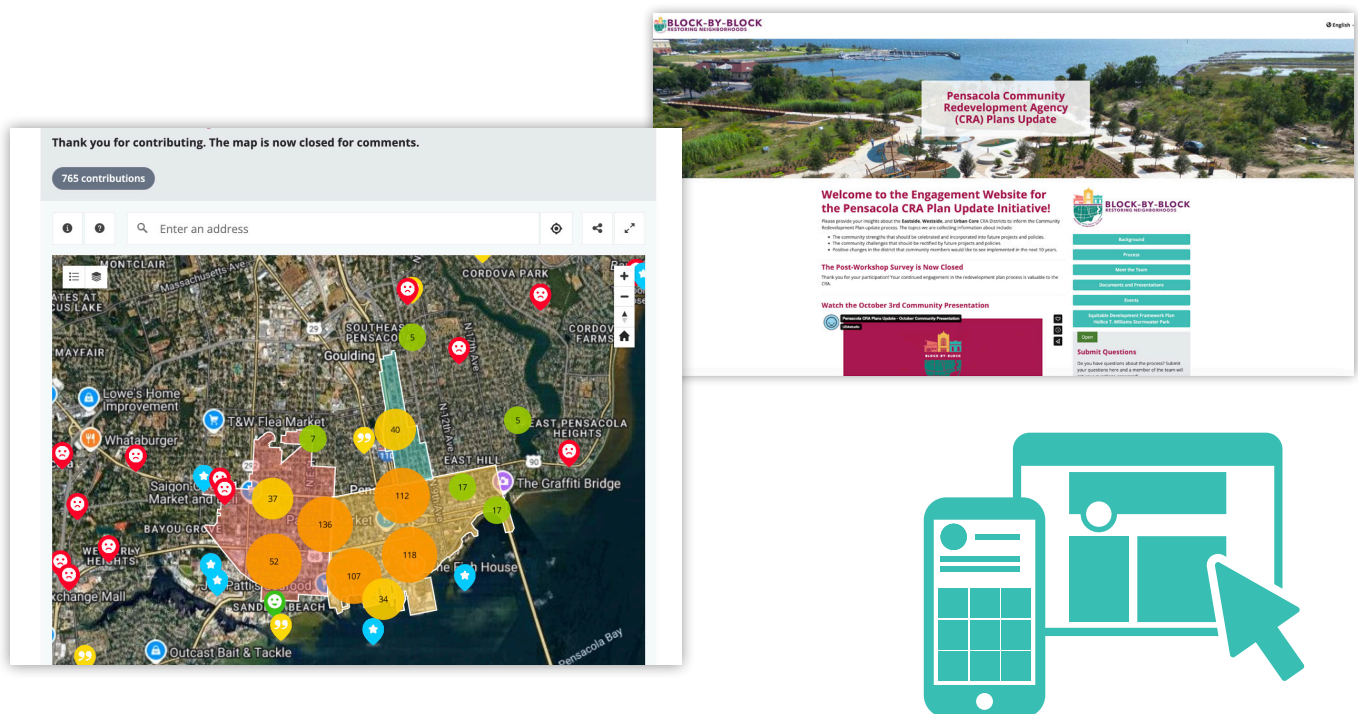
APPENDIX

ABOUT THE INTERACTIVE MAP

A vital part of Step 1 engagement included an online interactive map. The on-line interactive map served as a digital tool for place-based feedback about the planning process. Pensacola residents and stakeholder were encouraged to provide comments in at least one of four categories:

- Your Favorite Places
- Problem Areas
- Ideas for the Future
- General Comments

Respondents were able to drag one of these comment categories and pin it to a specific place on the map of Pensacola. Comments were not limited to a specific CRA District. After the interaction map closed, tabulation and organization of the comments were completed. There were 765 contributions from 213 contributors to the interactive map.

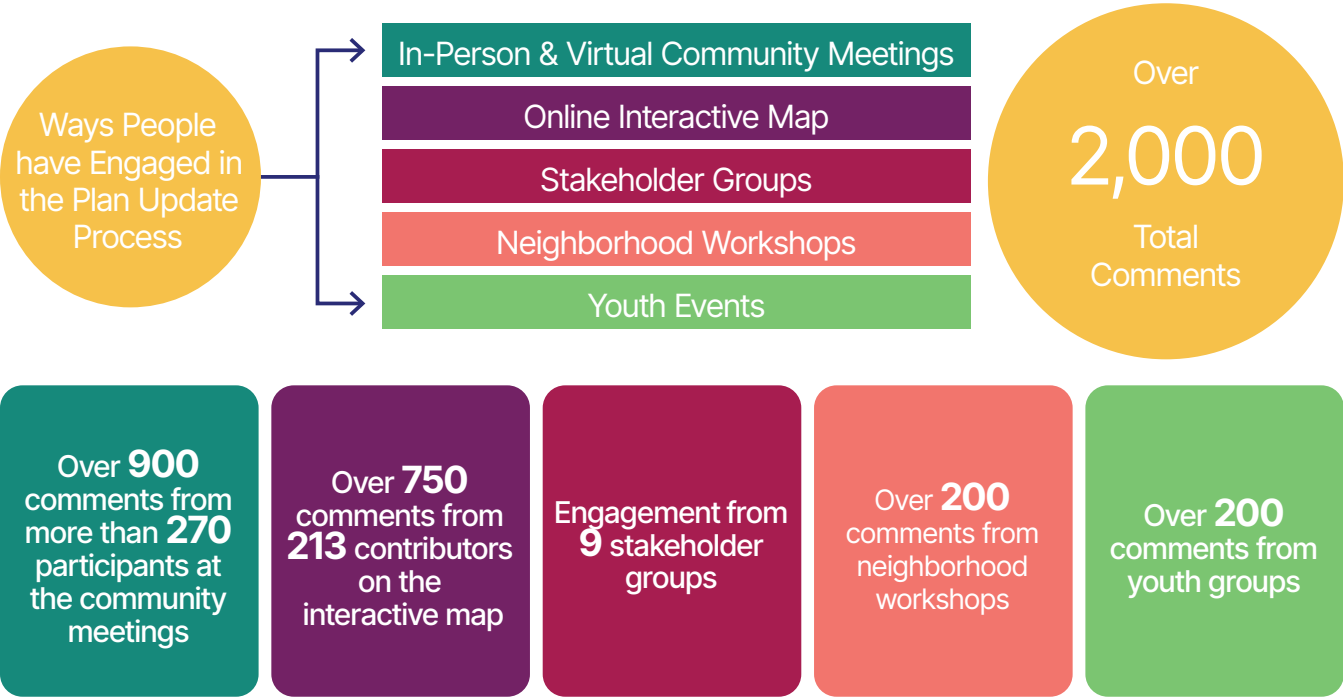


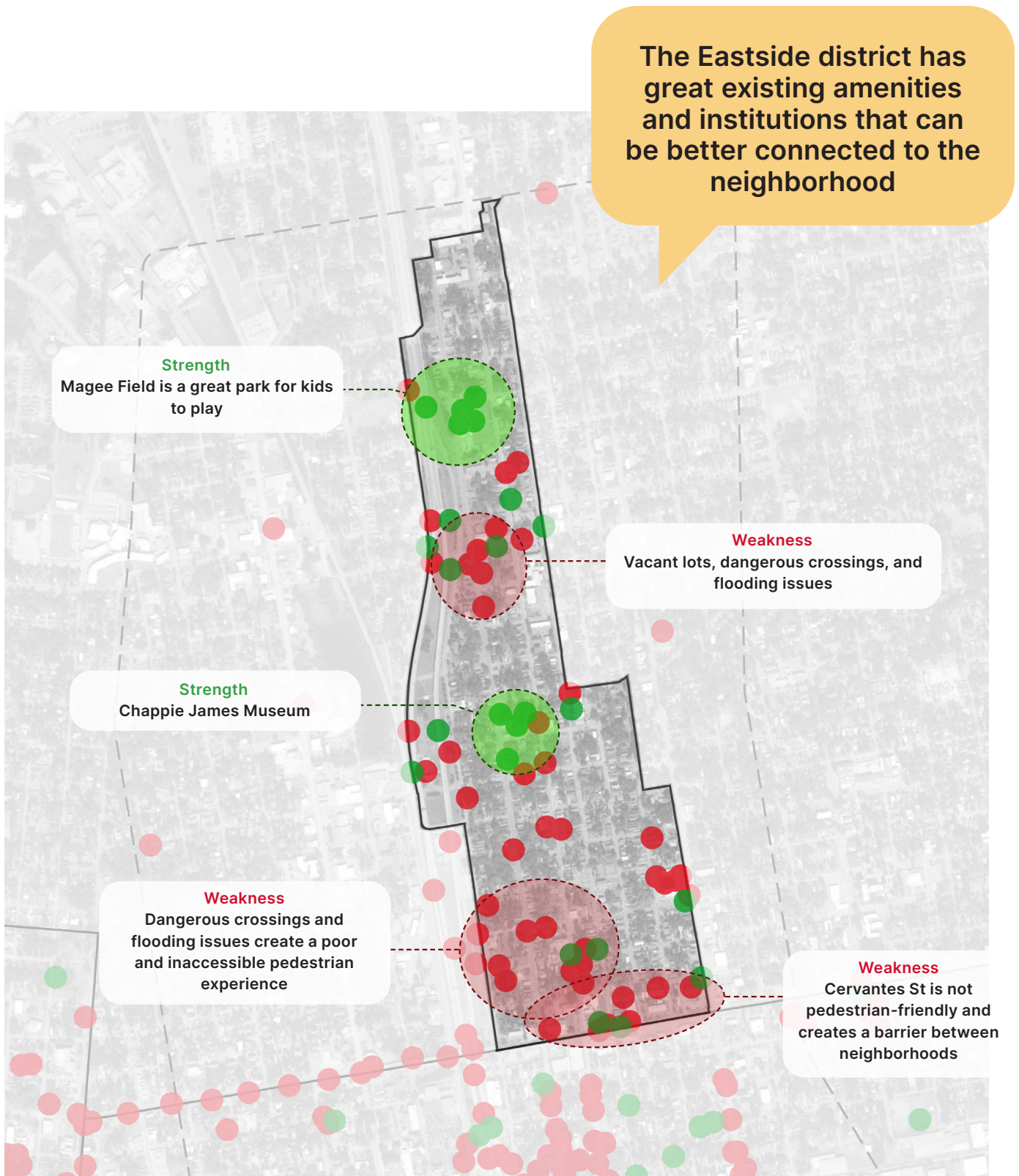
STEP 1 ENGAGEMENT SUMMARY RESULTS

The following pages show the summarized results of the online interactive map contributions to the Eastside CRA District with the other Step 1 engagement processes, including in-person and virtual community meetings, stakeholder groups, neighborhood workshops, and youth events. Along with identifying and summarizing Eastside-specific strengths, weaknesses, and opportunities, six themes addressed specific concerns and comments about the Eastside:

- Arts, Cultures, Activities, and Destinations
- Streets and Connections
- Housing and Opportunity Sites
- Community-Centered Planning
- Resilient Infrastructure
- Parks and Open Space

On the maps, community and stakeholder feedback is indicated by green (strengths), blue (opportunities), and red (weaknesses).







Strengths

- The vibrant downtown area
- Palafox Street - active and walkable
- Historical buildings with unique character
- Shops and restaurants
- Parks and open space, including the Blake Doyle skate park, Ferdinand Plaza, and Veterans Memorial Park
- The waterfront, with areas like Bruce Beach for families and activities at the Blue Wahoo Stadium
- Paved streets and street trees
- Festivals and events that promote the local arts & culture

Weaknesses

- Lack of affordable, accessible grocery store
- Lack of retail carrying everyday goods
- Existing parks are not well-maintained
- I-110 causes noise and air pollution for the neighboring residential neighborhood and park
- Vacant/rundown buildings and lots make the area feel unsafe and detract from the existing character
- Poor bike and pedestrian connections to neighborhood amenities and downtown
- Lack of public amenities (i.e.. bathrooms)
- Existing infrastructure does not address drainage & flooding issues and are poorly maintained
- Speeding traffic
- Littering

Opportunities

- Add amenities and programming to existing community centers in the neighborhood
- Create a safe community (better lighting, neighborhood watch)
- Celebrate the history of the area through public art, signage, building preservation, and education
- Create safe pedestrian and bike connections to neighborhood amenities
- Add amenities to existing parks
- Create a wide variety of parks with different uses and programming
- Create affordable housing
- Make sure existing residents have a say in the future of their neighborhood

Arts, Culture, Activities, and Destinations

- Celebrate the history of the neighborhood through art, signage, building preservation, and education and partner with existing organizations and non-profits
- Create more indoor spaces for community needs (community center, library, indoor gyms)
- Create more retail & restaurants
- Create/support affordable and accessible programs and activities for families, children, and seniors

Streets and Connections

- Improve pedestrian connections & access to public amenities
- Repair the issues caused by the I-110 (torn community fabric and lost history, noise, poor connections)
- Improve pedestrian crossings
- Limit excessive parking and create shared parking strategies
- Slow traffic and improve safety on streets

Housing & Opportunity Sites

- Create affordable and accessible housing for all stages of life and help homeowners maintain existing homes (seniors, families, rental, homeownership)
- Make sure future development focuses on inclusion, community participation & keeping existing residents
- Rehab or demolish existing damaged properties

Community-Centered Planning

- Align zoning and planning policies with community needs
- Create a safe community for all (appropriate lighting, safety education for kids, set up a neighborhood watch)
- Create job and entrepreneurship opportunities for residents and support existing small businesses
- Create more accessible systems for sharing information and resources
- Provide everyday services and retail
- Expand the CRA boundary to provide funding for adjacent neighborhoods

Resilient Infrastructure

- Mitigate flooding impacts ("Old Stinky", parks with lots of pavement, A St, Garden St, Clubbs St & Government St, Clubbs St & Zarragossa, Bruce Beach, Gonzales & Tarragona)
- Underground utilities and cut trees back from existing utilities
- Protect the shoreline/minimize damage from future natural disasters

Parks and Open Space

- Provide more parks and open space
- Incorporate lighting, seating, landscaping, and stormwater features in park
- Preserve old-growth trees
- Improve the maintenance of existing parks and update existing amenities to be accessible for all ages and abilities

SUMMARY OF STEP 2 ENGAGEMENT

LIST OF ENGAGEMENT EVENTS

Step 2 of the planning process included a week-long workshop that culminated in a presentation and open house. Following the presentation, surveys and additional meetings were conducted to gain valuable feedback from those unable to attend the workshop events.

1:1 Meeting with the Mayor* — September 30th, 3:00-4:00 PM

- To review opportunity sites and priorities rights-of-ways
- To receive input on developmental projects

Meetings with Councilmembers & CRA Board* — September 30th-October 1st

- To review recommendations, input on development projects, priority rights-of-way & workshop insights, and listen to input

Meetings with City Department Heads* — October 1st

- To present ideas in progress
- To discuss any alternatives or sensitive information

Testing Workshop Public Open House* — October 1st, 6:00-7:30pm

- To share ideas for potential projects in the Eastside and get feedback from residents about potential CRA investments
- Spanish translation provided

Stakeholder Meetings with Developers* — October 2nd, 9:30-11:00 AM

- To discuss decision factors around investments

Testing Workshop Public Open House* — October 2nd, 12:00-1:30pm

- To share ideas for potential projects in the Eastside and get feedback from residents about potential CRA investments
- Spanish translation provided

Testing Workshop Community Presentation* — October 3rd, 6:00-7:30pm

- To share ideas for potential projects in the Eastside and get feedback from residents about potential CRA investments
- Open House followed

Post-workshop Survey* — October 14th-November 4th (detailed on following pages)

- To gather feedback on the concepts presented at the public meeting on October 3rd

Debrief with Keith Leonard, the Escambia County School Superintendent

- To gather input specifically on the Eastside plan and the Spencer Bibbs/Ice House plan

Debrief with the Area Housing Commission* — December 12th

- To debrief on the concepts that were developed during the Testing Workshop in October

** This engagement was conducted with all three CRA districts at once*



Tuesday open house



Thursday open house



Testing workshop community presentation

Because workshop attendance and feedback was limited to those who could physically be there, the post-workshop survey was crucial in gaining additional feedback. To widen the engagement reach, the survey was offered both digitally and in print, with English and Spanish versions, and distributed to hundreds of Pensacola residents, the goal was to reach as many residents as possible to obtain accurate and comprehensive feedback of the ideas presented at the workshop.

The following pages show the summarized results of each survey question. Along with the overall results of the survey, the data was further examined to organize the responses from residents who live in the Eastside. Some of the open text responses have been recorded in this document (at the bottom of the respective page); the comments that appear here have been selected for their relevancy and representativeness of the remainder of the comments.

Of the 11 responses received from Eastside residents, top overall comments included:

- 

Pensacola CRA Update Survey

Overview



The Pensacola Community Redevelopment Agency (CRA) is updating the Community Redevelopment Plans for the Eastside, Urban Core, and Westside.

 - The redevelopment plans are over 15 years old — it's time to update them to reflect the community's priorities.
 - We need to hear from residents, local business owners, and stakeholders to understand your needs and vision!



At the start of this survey, you will have the opportunity to provide comments on any issues that are not addressed in this survey. All responses to this survey are anonymous and will inform the content and scope of the Community Redevelopment Plans.

Please contact CRM@PensacolaCityOfPensacola.com or call 850-412-5545 with any questions or concerns.

We are currently in STEP 2 of this process where we are testing ideas for future investments.

We want to hear from YOU!




Did you attend any of the following workshops? Select all that apply.

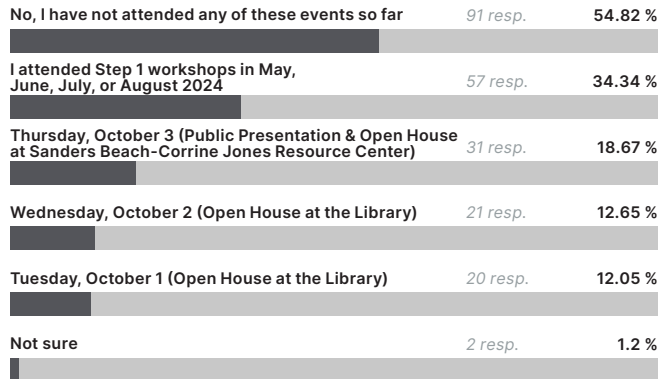
 - ☐ Tuesday, October 1 - Open House at the Library
 - ☐ Wednesday, October 2 - Open House at the Library
 - ☐ Thursday, October 3 - Public Presentation & Open House at Sanders Beach-Comline Jones Resource Center
 - ☐ Unlimited Stop 1 workshops in May, June, July, or August 2024
 - ☐ No, I have not attended any of these events so far
 - ☐ Not sure

1

All respondents

1. Did you attend any of the following workshops?

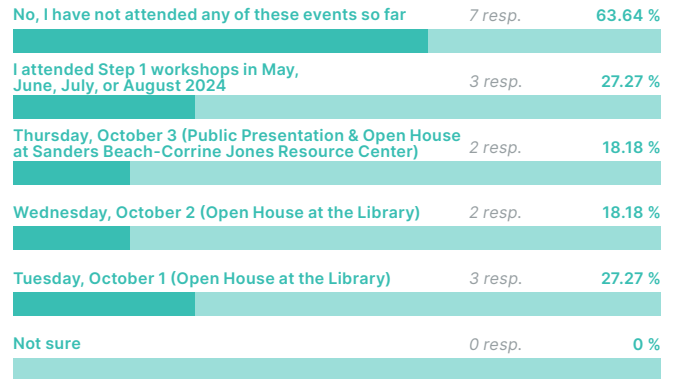
166 answered, 8 skipped



36% of Eastside residents who took this survey attended at least one previous workshop

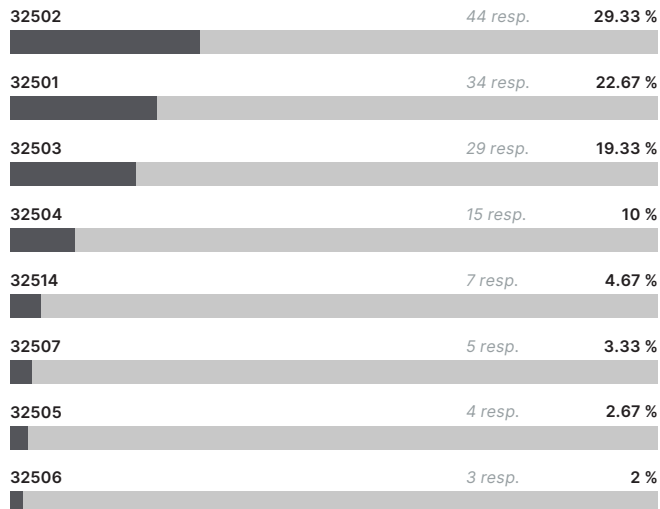
Eastside residents

11 answered, 0 skipped

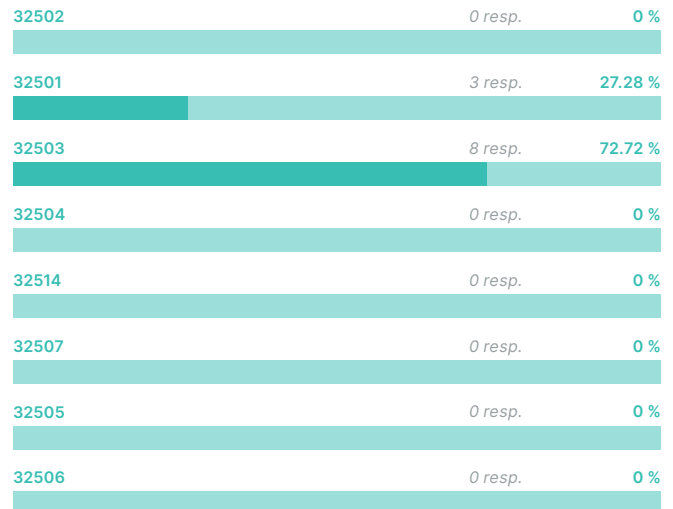


2. What is your home zip code? If you don't live in the United States, what is your county of residence?

150 answered, 24 skipped



11 answered, 0 skipped

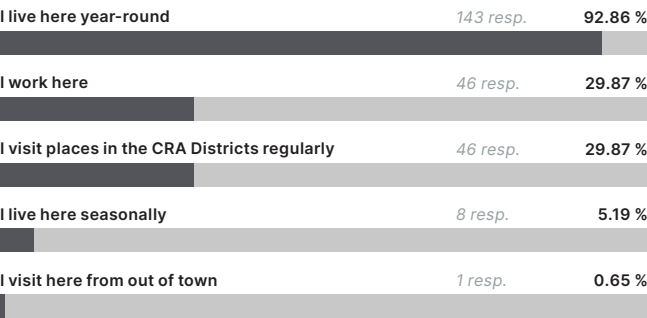


All respondents

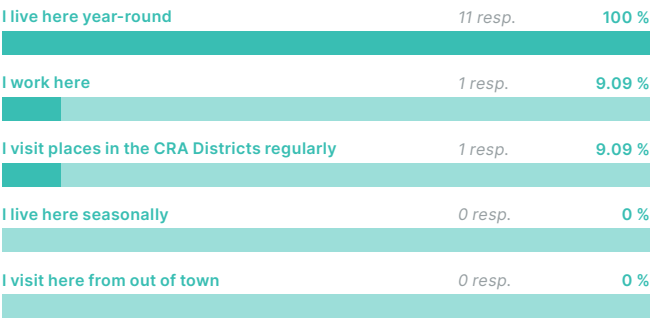
Eastside residents

3. What is your relationship with Pensacola?

154 answered, 20 skipped

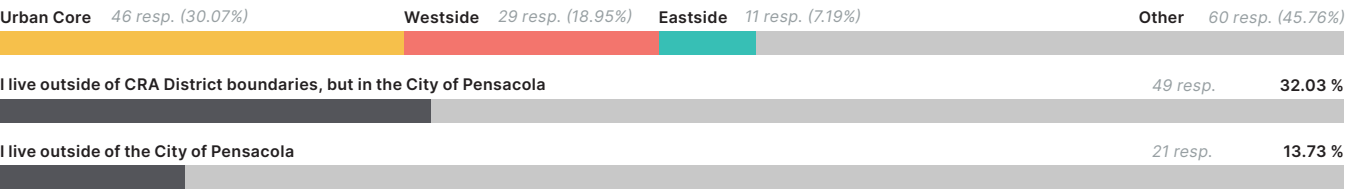


11 answered, 0 skipped



4. What CRA District of Pensacola do you live in?

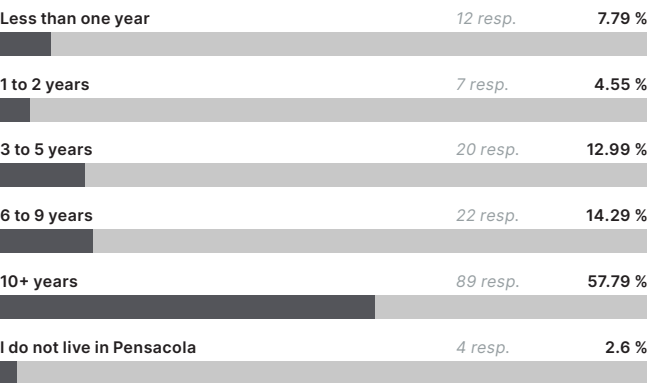
153 answered, 21 skipped



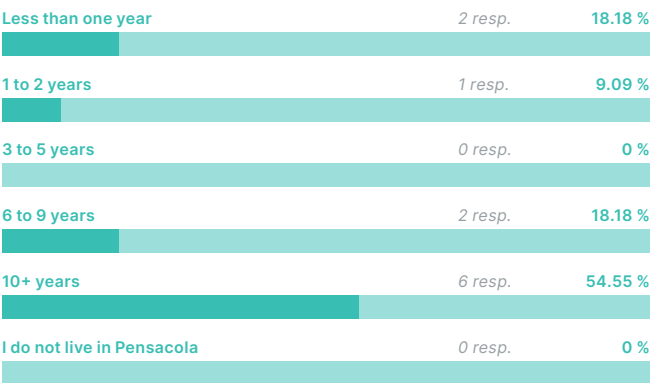
APPENDIX

5. How long have you lived in Pensacola?

154 answered, 20 skipped



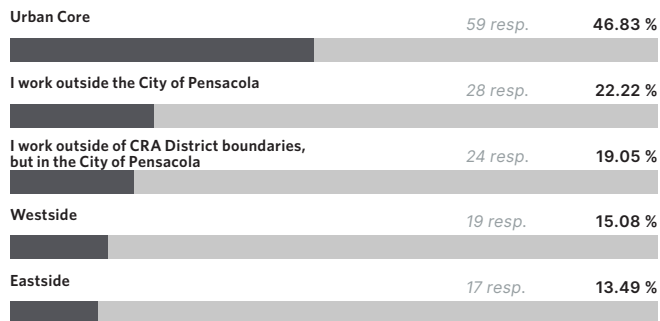
11 answered, 0 skipped



All respondents

6. What CRA District of Pensacola do you work in?

126 answered, 48 skipped



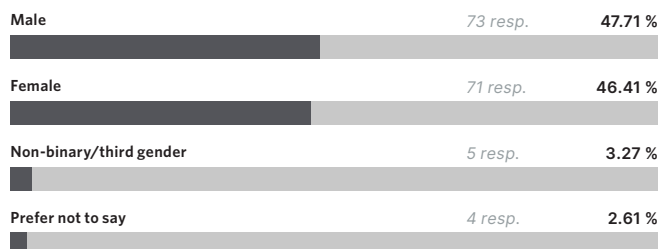
7. What CRA District of Pensacola do you most often visit?

153 answered, 21 skipped



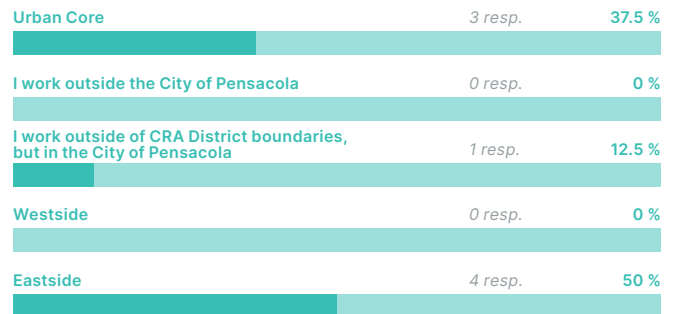
8. How do you identify your gender?

153 answered, 21 skipped

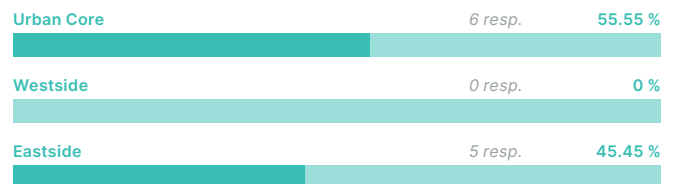


Eastside residents

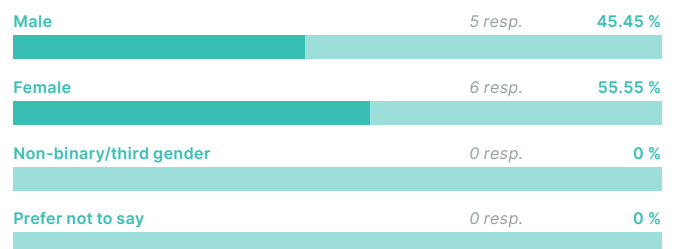
8 answered, 3 skipped



11 answered, 0 skipped



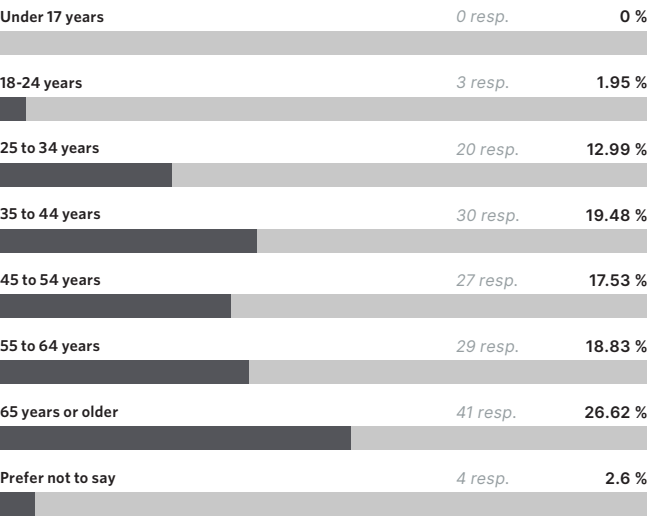
11 answered, 0 skipped



All respondents

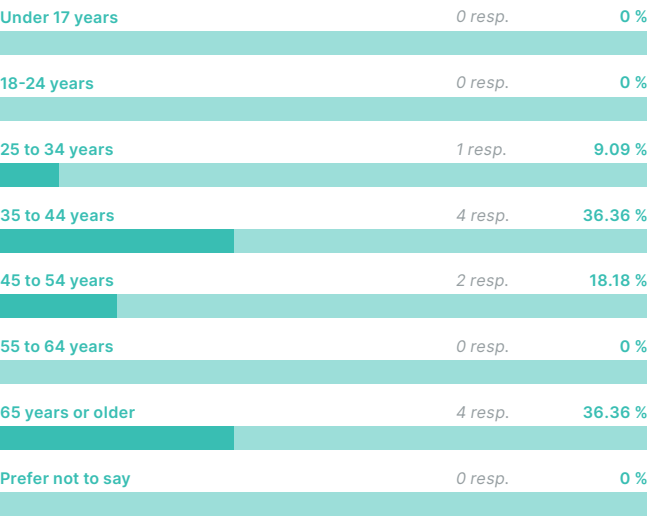
9. What is your age?

154 answered, 20 skipped



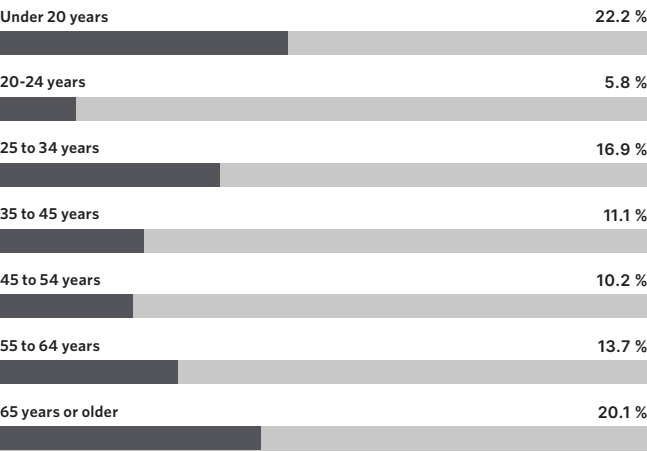
Eastside residents

11 answered, 0 skipped



City of Pensacola Age Demographics

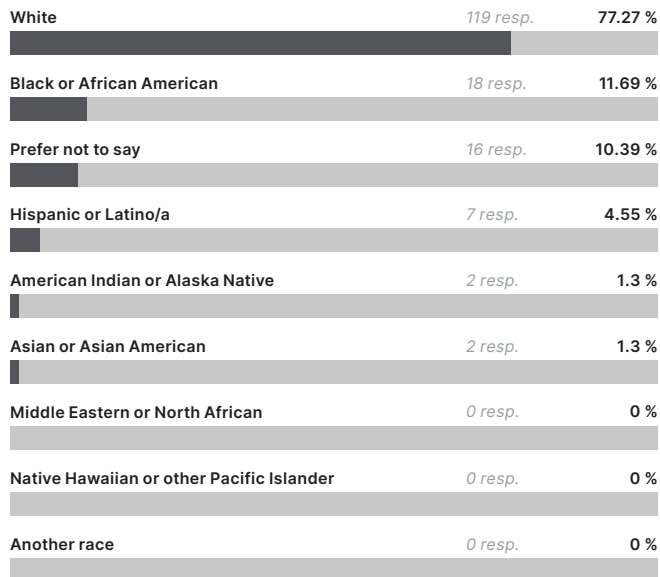
Data from United States Census, American Community Survey, 2022



All respondents

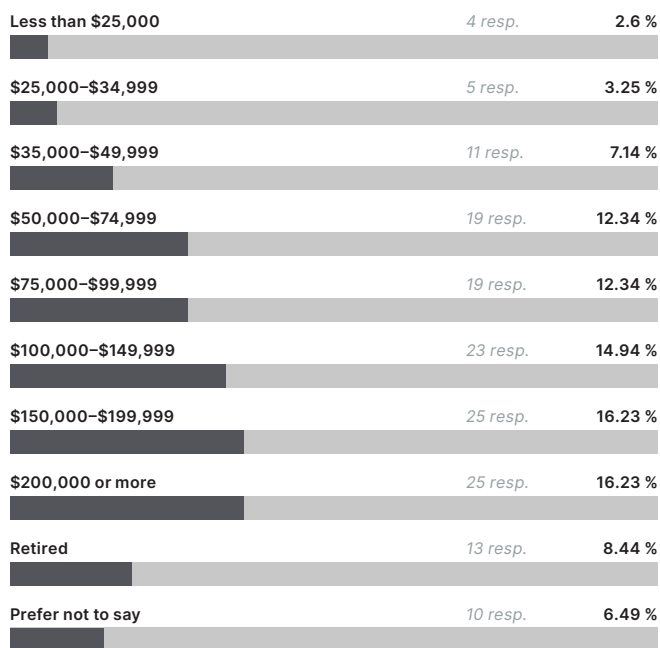
10. What is your race/ethnicity?

154 answered, 20 skipped



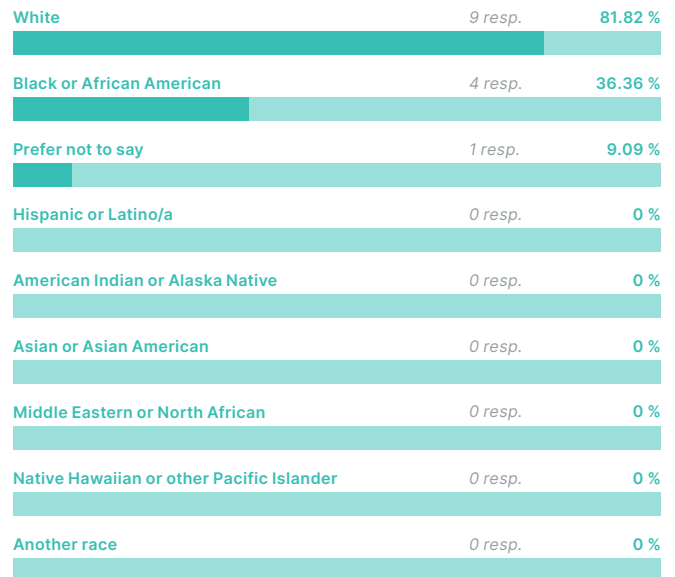
11. What is the combined annual income of all working adults in your household?

154 answered, 20 skipped

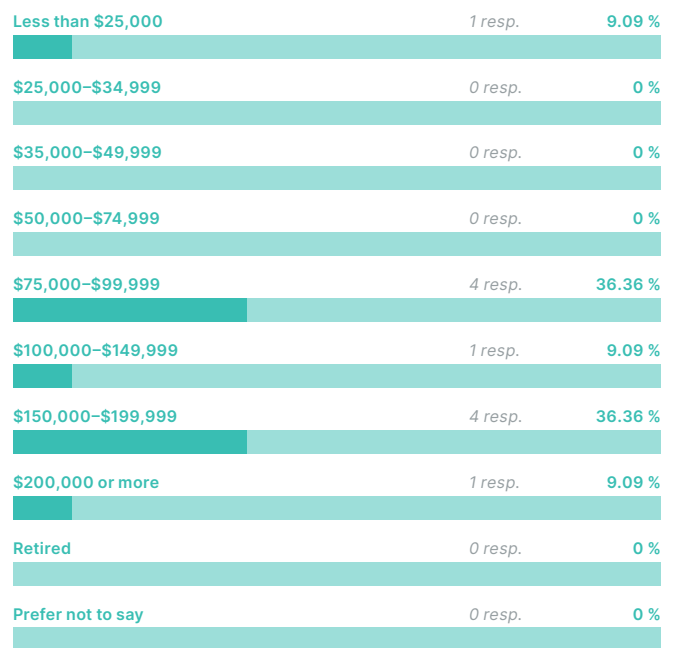


Eastside residents

11 answered, 0 skipped



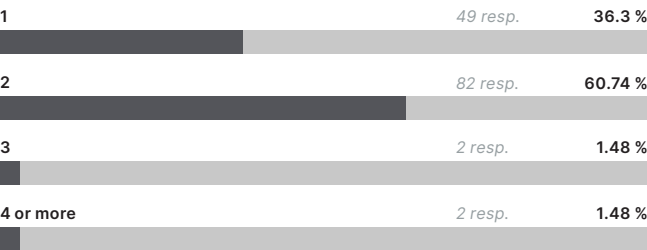
11 answered, 0 skipped



All respondents

12. How many working adults live in your household?

135 answered, 39 skipped



Eastside residents

11 answered, 0 skipped



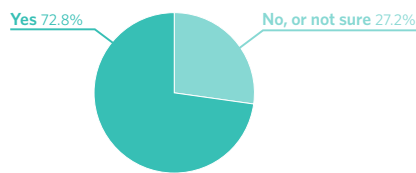
13. Do you think that these concepts would improve safety on N Davis Highway?

125 answered, 49 skipped



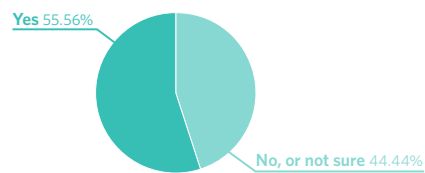
All respondents

125 answered, 49 skipped



Eastside residents

9 answered, 2 skipped

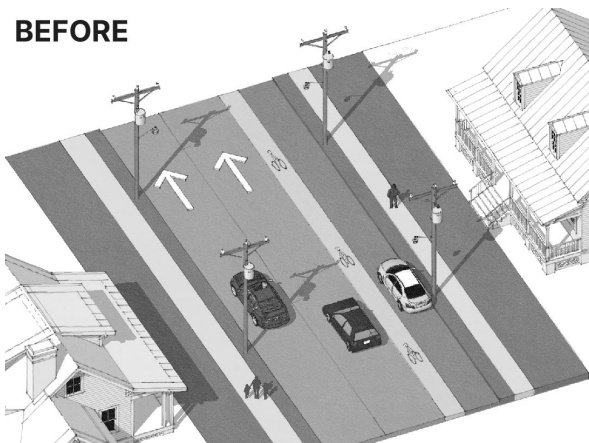


*Answers included: Keep these as one way streets and instead encourage a road diet with wider green spaces along the sides of each and more clearly defined parking areas; changing to 2-way does not solve the speeding problem; more effort should be on cross streets leading to the new park; this is not an efficient use of money; it isn't a dangerous street now.

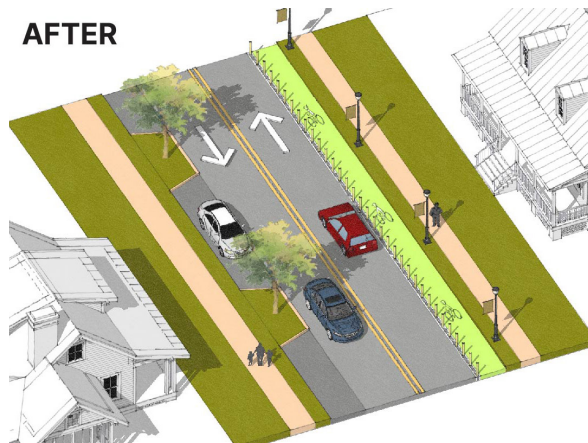
PENSACOLA CRA PLANS UPDATE / PENSACOLA, FLORIDA

URBAN DESIGN ASSOCIATES

BEFORE

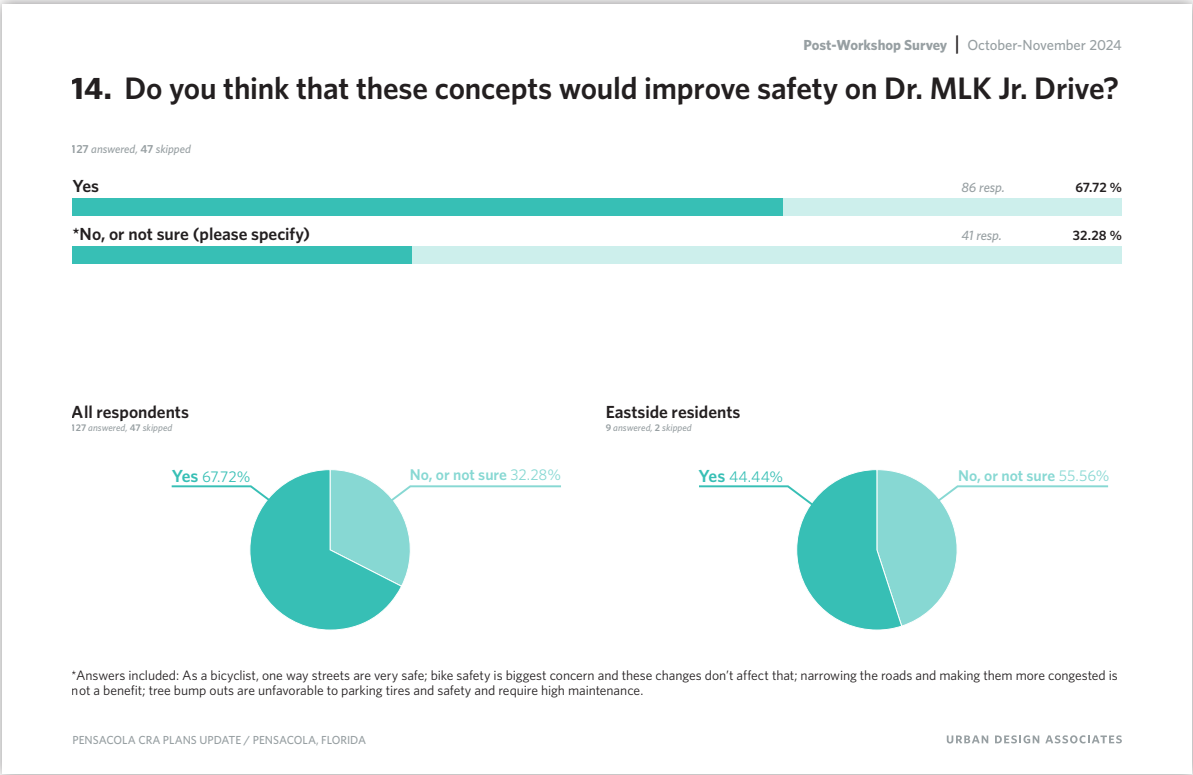


AFTER



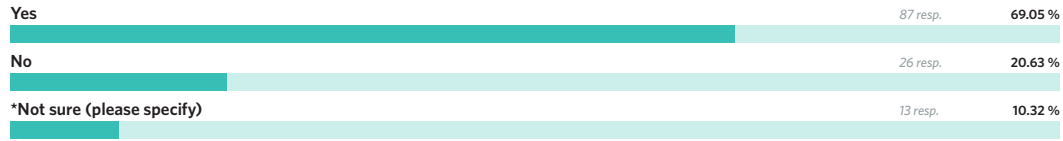
North Davis Highway

This proposal corresponds with question 13



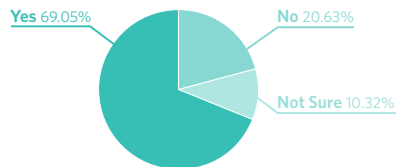
15. Do you feel it's a top priority to improve the pedestrian and bicycling experience in the Eastside?

166 answered, 8 skipped



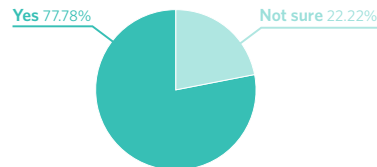
All respondents

166 answered, 8 skipped



Eastside residents

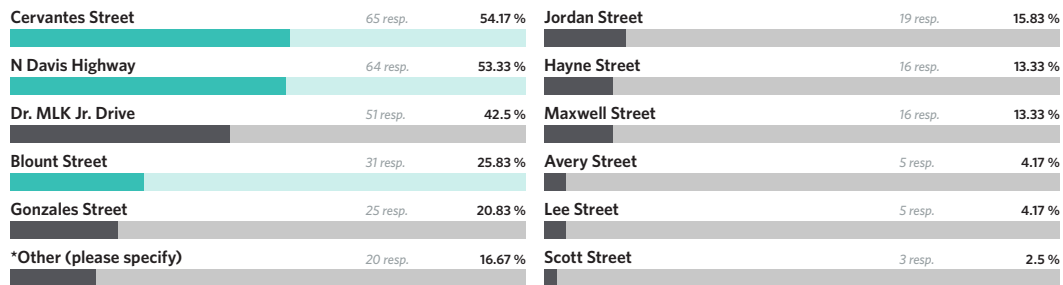
9 answered, 2 skipped



*Answers included: Not a top priority until we have a destination for pedestrians and bicycle; it seems pretty walkable now; the city doesn't see it as a top priority.

16. Which streets are your top priority for improvements to pedestrian and bicycle safety and comfort?

120 answered, 54 skipped

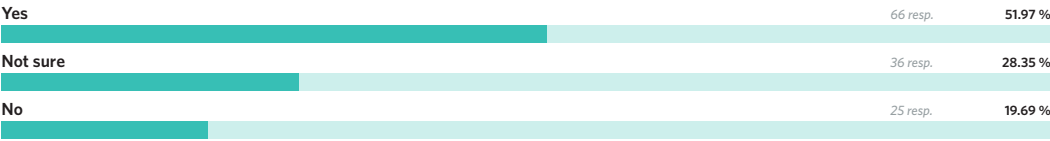


Top three answers from Eastside residents are shown in teal.
 *Answers included: 12th Avenue, 9th Avenue, Tarragona Street

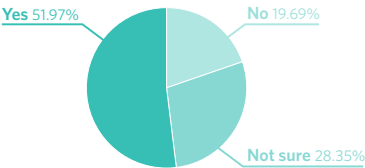
Post-Workshop Survey | October-November 2024

17. Should more housing be added in the Eastside CRA District?

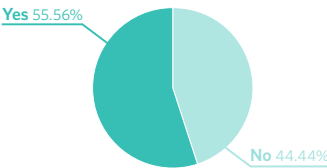
127 answered, 47 skipped



All respondents
127 answered, 47 skipped



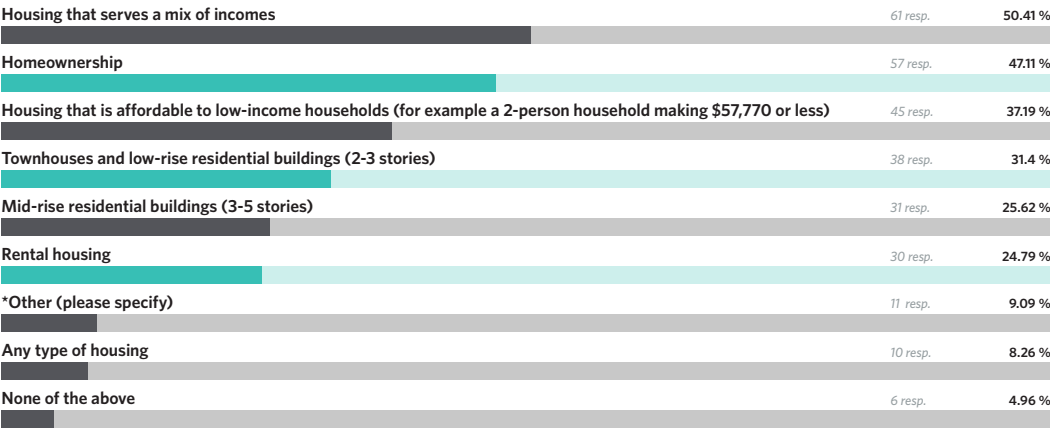
Eastside residents
9 answered, 2 skipped



Post-Workshop Survey | October-November 2024

18. What kind of housing do you think is the most appropriate to add to Eastside?

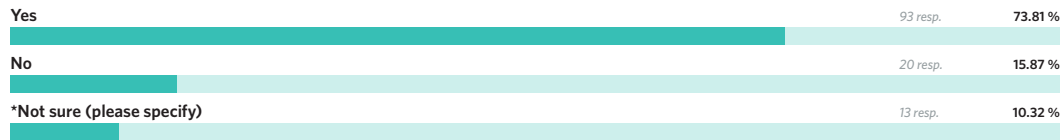
121 answered, 53 skipped



Top three answers from Eastside residents are shown in teal
*Answers included: stop letting out-of-state developers build in city limits and increasing price; anything that the people that work here can afford; 10+ stories high-rise; homes for people who are homeless

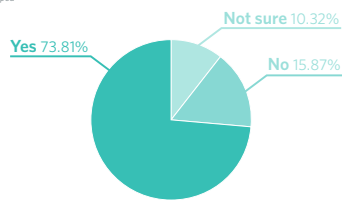
19. Do you think the Crystal Ice House is an important cultural landmark in the Eastside that should be preserved and reused?

126 answered, 48 skipped



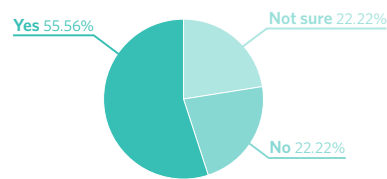
All respondents

126 answered, 48 skipped



Eastside residents

9 answered, 2 skipped



*Answers included: Yes, but the demand is not needed currently; preserve only; school board should be involved; don't know much about it.

PENSACOLA CRA PLANS UPDATE / PENSACOLA, FLORIDA

URBAN DESIGN ASSOCIATES

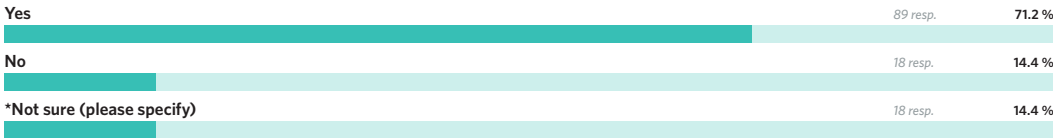


Crystal Ice House

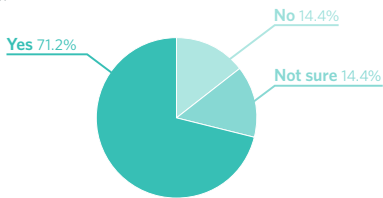
This proposal corresponds with questions 19-21

20. Do you think that creating a small business incubator and food park around the Crystal Ice House would benefit the Eastside CRA?

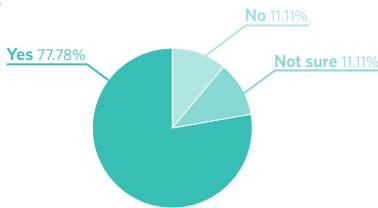
125 answered, 49 skipped



All respondents
125 answered, 49 skipped



Eastside residents
9 answered, 2 skipped



*Answers included: focus on keeping the small business incubators in the downtown area; depends on who is paying; population density might not support; is this the best option?

21. What are your thoughts about this concept?

58 answered, 116 skipped



22. What other projects would you recommend in the Eastside CRA?

40 answered, 134 skipped



PENSACOLA CRA PLANS UPDATE / PENSACOLA, FLORIDA

URBAN DESIGN ASSOCIATES

49. Do you have any other comments or suggestions not covered elsewhere in this survey?

20 answered, 154 skipped

- CRA has done a great job of including public input in this project. The City's team is outstanding.
- Thank you for the opportunity to provide feedback of our lovely area.
- West Side development. There is so much potential in the historic portions of the west side. Gardening. Pensacola is almost devoid of gardening. Need flowers, shrubs, live oaks, magnolias, veg gardens, community gardens, honey bees, chickens. Get citizens outside, investing in and bonding with neighbors, homes.
- Thanks for this opportunity to be engaged.
- A city newsletter mailed out would be nice.
- Please reevaluate the W Government St as an improved collector street from Eastside to Downtown to Westside. The roadway has so much potential and needs immediate attention to traffic flows, stormwater issues and streetscaping. Thank you for this opportunity to comment.
- The West Main Master Plan x CMP, the Bluffline project, ACW, redevelopment of the Baptist Hospital site, and HTW should serve as the economic, place making, health, and environmental organizing principles for this current CRA plan revision. Start with that and make sure there's synergy then go from there.
- Propose to put Bayfront Parkway on road diet freeing up space for walkway from bridge to cedar street. Connect to Government Street at ninth ave. Upgrade Government Street to Palafox.
- Build more skate parks.
- No. This took more than an hour to complete.
- Escambia Co. has been floating around an idea for a Sportsplex up north at 10 Mile Rd. I think the land at the old Baptist Hospital would be great for that Sportsplex. Has anyone discussed this? They're talking about a 90Million dollar expenditure.
- Hey this was a fun survey I found on Reddit! I live here and figured I'd give my two cents! I really liked the ideas proposed and am rooting for you to get them done! Good luck!
- Should be working to maintain and preserve the history and heritage of the downtown area, not flooding it with high density housing that will only strain the resources and jam up traffic. Use the underutilized terminal area for industrial and business spaces.
- Lakes and more trees are much needed where possible. Moving above ground utility lines to below ground and removing the utility poles with street lamps. First start with the 300 block of W. Govt St and move west. Thank you for this opportunity to comment.
- For years I have thought that we should amp up the landscaping for the median on Garden Street. Like Fairhope, I think we could really do a phenomenal job with landscaping this and really play into the "Garden" street name and put rotating seasonal florals that are tasteful and impressive to tourists and locals alike. Garden Street is the first impression for most who travel into the heart of Pensacola and it has always looked so tired, weak and not prioritized but it could be so delightful and do wonders for the first impression for Pensacola tourists.
- Who will provide upkeep of proposed tree installs and other proposed projects — roads, lighting, parks, etc.
- Shut down the polluting paper mill, it makes Pensacola stink and drives away people, business's and jobs, while lowering our quality of life
- Too much "affordable" housing is mentioned. How about mentioning buried utilities? Mentioning round-a-bouts instead of all these four way stops?
- Is there anyway to make parking on Gregory Street between A Street and Rues? Donelson Street between Gregory and Chase street?
- Yes when you have a diverse economic shopping store front need always consider a Dollar General.

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URBAN DESIGN ASSOCIATES

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DEMOGRAPHIC AND MARKET ANALYSIS

OVERVIEW

This analysis of existing demographics & market conditions was conducted across all three CRA Districts simultaneously, but also narrowed in on each district to identify specific conditions per district. The analysis was conducted primarily using data collected in 2023 and was published in September 2024.

The intent of this analysis was to:

- Analyze demographics of each CRA District;
- Identify primary community stressors;
- Identify opportunities in the market;
- Determine the potential impacts of development in each district in order to prevent the displacement of residents and businesses;
- Provide priorities for designers and policymakers to make positive impacts and avoid negative impacts on the community.

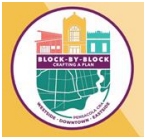
CRA Existing Conditions

Demographic, Real Estate Market, and Displacement Trends



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Prepared For:



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1.0 SOCIO-ECONOMIC DEMOGRAPHICS + TRENDS

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1.1 POPULATION CHARACTERISTICS

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Population Growth

Minor changes in total population since 2000, with high density in CRA districts

The population trends across all three Community Redevelopment Agency (CRA) boundaries indicate stagnant or slightly negative growth from 2000 to 2023. The Westside CRA and Urban Core CRA have experienced population declines, with the Westside CRA losing 602 residents and the Urban Core CRA losing 309 residents since 2000. Overall, the Citywide population has also decreased by over 2,200 residents in 2023 compared to 2000.

In terms of population density, all three CRAs exhibit higher densities than the City of Pensacola. While density does not represent the exact population count (see table at right) density helps compare the districts to each other in terms their relative sizes.

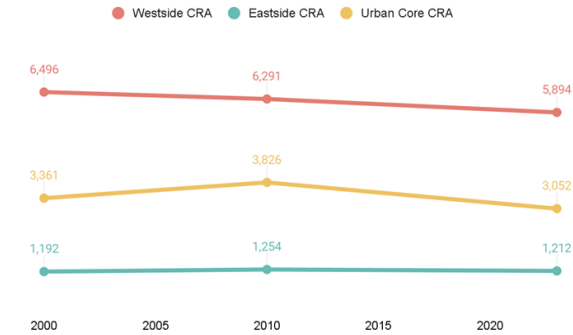
Population Density

- Citywide: 1,598 residents per square mile
- Urban Core CRA: 1,935 residents per square mile
- Eastside CRA: 3,127 residents per square mile
- Westside CRA: 3,474 residents per square mile

KEY TAKEAWAYS

Escambia county is growing modestly while Pensacola is losing population. Declining population doesn't match resident perceptions about population growth, but it may impact the city's competitive edge within the region.

Population Change, 2000 - 2023



Population by CRA District

	2000	2010	2023	% change, 2000 - 2023
Westside CRA	6,496	6,291	5,894	-9.27%
Eastside CRA	1,192	1,254	1,212	1.68%
Urban Core CRA	3,361	3,826	3,052	-9.19%
Pensacola City	56,288	51,923	54,059	-3.96%
Escambia County	294,410	297,619	321,905	9.34%

Data source: US Census Bureau, 2023 Data - Visualized by JLP+D

Aging

The population is trending older

Median age can provide additional detail about population trends in Pensacola. Both the Urban Core and Westside CRA populations have a higher median age, with the Westside CRA at 42.7 years old and the Urban Core CRA at 47.5 years old. In contrast, the Eastside CRA and Citywide median age stand at 40 years old (Median age in the United States is 39.0 years). In Pensacola, these median ages have been relatively steady since 2000.

Trends of aging can also be viewed by comparing the elderly and working age populations. Pensacola also has an elevated old-age dependency ratio at 34.2, meaning that for every 100 workers, there are 34.2 residents 65 and older, which is nearly four more residents than the national ratio of 28.5. This ratio has jumped 5 points in Pensacola since 2010 when it was 27.5.

KEY TAKEAWAYS

An aging population can indicate broader economic challenges caused by a shortage of younger residents available to enter the workforce.



Image: Bayview Senior Resource Center, www.cityofpensacola.com

Military Presence

Naval Air Space Pensacola

The United States Department of Defense exerts a significant economic influence on Northwest Florida, particularly in the Greater Pensacola region, where it **contributes over \$7.8 billion annually to the local economy**.

DoD activity generates over **80,000 jobs in the Pensacola Metropolitan Statistical Area (MSA)** region, with an **average wage of \$82,890 for military and defense-related positions**. Moreover, the area hosts **more than 35,000 military retirees, representing the second-largest concentration in the nation**, providing a skilled workforce that may seek opportunities to transition into civilian careers.

Additionally, the region benefits from **substantial defense procurement spending, totaling \$340.7 million annually**, which further stimulates economic activity. Military installations such as Naval Air Station (NAS) Pensacola play a crucial role in training personnel in advanced fields such as aviation, aerospace, informatics, and cybersecurity, contributing to the development of a highly skilled alumni network across various sectors.

KEY TAKEAWAYS

The nearby military base brings jobs, military families, and some economic stability in the area. The military is a key economic driver for Pensacola.

Pensacola Naval Air Station and Surrounding Area



Image Source: Greg Disch Photography

Income and Poverty

Poverty rates are elevated in the CRA districts, a consistent trend since 2000

Though income in Pensacola is slightly lower than the US average based on dollar amounts, incomes in Pensacola have risen over the last 20 years, following national trends. This is a good sign that Pensacola's economy is active, and wages slightly lower than the national average may simply indicate lower cost of living.

More notably, variations are visible in the lowest income households within the three CRA districts. Both the Westside and Eastside CRAs exhibit wealth indices of 30, while the Urban Core has a wealth index of 75, and the broader Citywide population has a wealth index of 67. This index serves as a gauge of an area's economic prosperity relative to the national standard. Any index above 100 is above the national average.

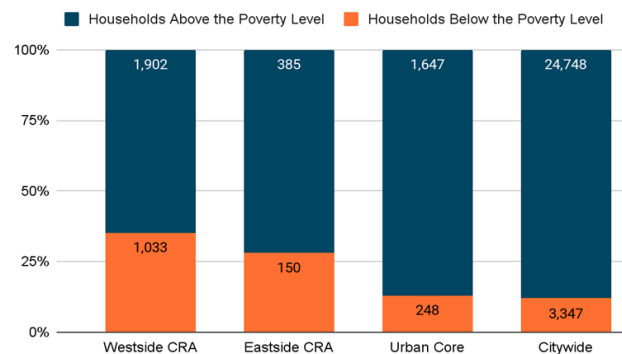
These indices are reinforced by median household incomes, which depict a significant contrast:

- **Citywide:** \$52,884
- **Urban Core CRA:** \$59,901
- **Eastside CRA:** \$35,124
- **Westside CRA:** \$23,551

US Median Household Income: \$74,580 (US Census)

Disparities are further highlighted by poverty rates; both the Westside and Eastside CRAs have higher proportions of households living below the poverty line at 39.5% and 27.5%, respectively. In contrast, the Urban Core CRA and the Citywide population have lower percentages of impoverished households, standing at 17% and 15%, respectively. Over the last 20 years,

Share of Households in Poverty in 2021, by Geography



Data Source: US Census, Esri Business Analyst, 2021 - Visualized by JLP+D

KEY TAKEAWAYS

There is a disproportionately high share of households below the poverty line within the Eastside CRA, and even more so in the Westside CRA. The districts may benefit from wider economic development efforts beyond CRA investments focused on workforce development, housing affordability, or social services.

Race and Ethnicity

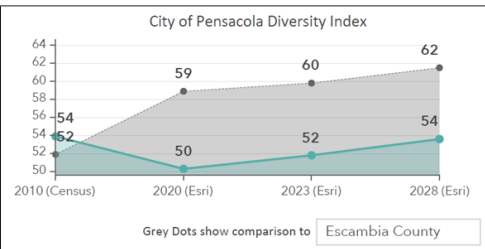
Diversity has shifted in all districts

The Eastside CRA stands out as the most diverse among all three CRAs, boasting a diversity index of 60.5 in 2023, predicted to rise to 61.2 by 2028. Following closely is the Westside CRA, with a 2023 diversity index of 59.4 and an anticipated increase to 60.2 by 2028. The Urban Core exhibits the lowest diversity performance, registering a diversity index of 51.8 in 2023, projected to reach 53.6 by 2028.

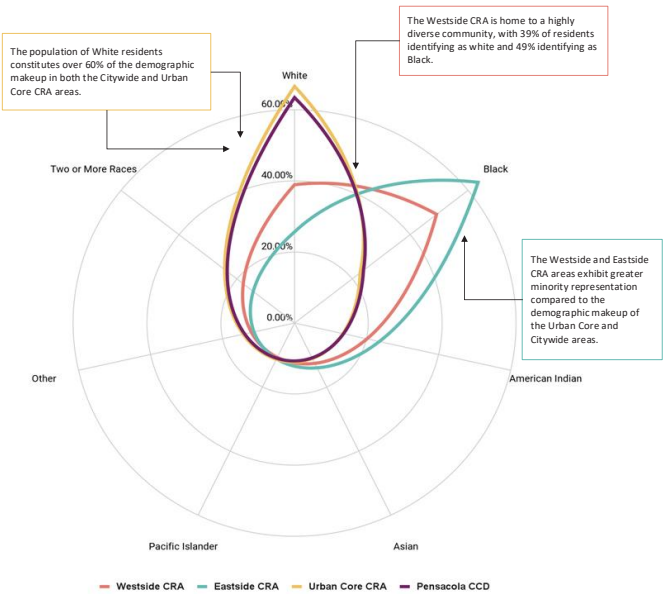
However, despite these distinctions, **all three CRAs fall short of the citywide diversity performance index**; Pensacola has a diversity index of 62.9 in 2023 and is projected to reach 64.4 by 2028. Pensacola's citywide diversity has seen a notable uptick, rising from 55.3 in 2010 to 62.9 in 2023.

Similarly, **the Westside and Eastside CRAs have experienced significant improvements in diversity performance from 2010 to 2023**, with the Eastside CRA's diversity index soaring from **34.4 to 60.5**, and the Westside CRA's increasing from **51.9 to 59.4**.

The **Urban Core has witnessed a decline in diversity**, with its index dropping from **53.9 in 2010 to 51.8 in 2023**.



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ESRI's Diversity Index: captures the racial and ethnic diversity of a geographic area in a single number, from 0 to 100. The Diversity Index allows for efficient analysis and mapping of seven race groups that can be either of Hispanic or non-Hispanic origin—a total of 14 separate race/ethnic groupings.

Data Source: Esri Business Analyst, 2023 - Visualized by JLP+D

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1.2
WORKFORCE TRENDS

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Employment Concentration

The Urban Core is a large job center, while the Westside is a dispersed employment area

As a whole, the urban core of Pensacola looks similar to other US cities; jobs are concentrated there, and jobs drop significantly in the Eastside and Westside districts. The following section will discuss commute patterns and key industry trends in Pensacola, excluding military employment. The map at right shows the density of jobs among the three CRA districts, with dark blue indicating the highest density.

Density and Size of Employers in Pensacola CRA Districts

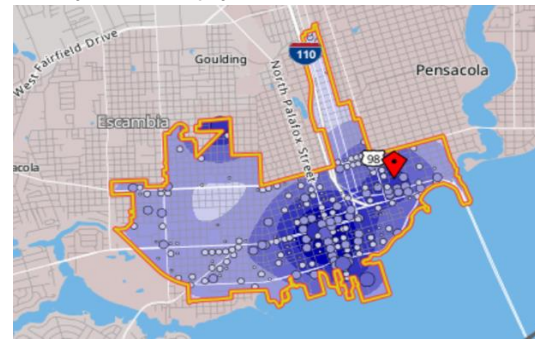


Image Source: US Census OnTheMap

2021	Worker Age			Earnings			Worker Educational Attainment				
	Age 29 or Younger	30 - 54	Age 55 or Older	\$1,250 per month or Less	\$1,251 - \$3,333	More than \$3,333 per Month	Less than High School	High School or Equivalent, No College	Some College or Associate Degree	Bachelor's Degree or Advanced Degree	Educational attainment not available (workers aged 29 or younger)
Westside CRA	1,180	3,631	1,726	731	2,684	3,122	743	1,538	1,782	1,294	1,180
Eastside CRA	104	193	80	56	154	167	42	93	80	58	104
Urban Core CRA	4,209	11,224	5,693	2,747	7,122	11,257	2,042	4,450	5,471	4,954	4,209
City of Pensacola	1,180	3,631	1,726	731	2,684	3,122	743	1,538	1,782	1,294	NA

Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

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Industry Drivers

Very few people work and live in the same district in Pensacola.

By reviewing data from the U.S. Census, we can analyze the flow of commuters and workers in and out of the CRAs on a daily basis. Commuter data show distinctions between the three districts. The Urban Core increases its daily population with over 20,000 employees commuting into the district. Only 400 residents work in the Urban Core.

Though it has a higher population, the Westside population similarly has nearly 7,000 employees commuting into the area, while less than 100 live and work there.

In the Eastside, the reverse is true. While the Eastside has the fewest residents of all three districts, there are fewer employees commuting into the Eastside than workers who reside in the Eastside and commute to work outside of the area.

2021	Employment Commute		
	Employed in & commuting to Area	Residing in Area, commuting elsewhere	Employed and Live in Area
Westside CRA	6,757	2,059	98
Eastside CRA	394	484	1
Urban Core CRA	21,994	1,238	425

Data source: US Census Bureau, 2021 Data

Data derived from both ESRI Business Data analysis, census data, and open data sources to enhance the accuracy of the findings

KEY TAKEAWAYS

- The Urban Core CRA is a clear job center for commuters, but has relatively few residents who work within the area.
- In general, Pensacolians commute out of their neighborhood for work.

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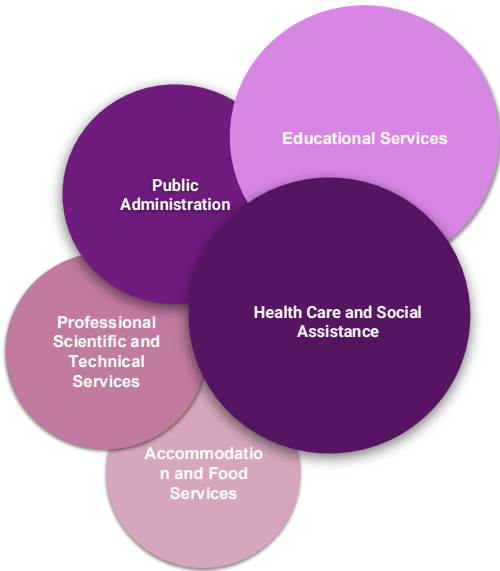
Industry Drivers

For those that work in the Urban Core, key industry drivers are mostly in-person jobs

Key industry drivers in 2021 were: Professional, Scientific, and Technical Services, Educational Services, Health Care and Social Assistance, Accommodation and Food Services, and Public Administration

There have been overall declines to jobs in the Information and Educational Services sectors, suggesting a decline in retention for knowledge industry jobs.

Jobs in Finance and Insurance experienced growth until 2009, went through a sharp drop in 2012, and have been stagnant in the years since. Administrative & Support jobs doubled between 2015 and 2021. The CRAs experienced steady growth in Accommodation and Food Services before a sharp drop off following COVID-19.



KEY TAKEAWAYS

- Longstanding in-person jobs downtown include Public Administration and Healthcare services.
- Professional, Scientific and Technical Services jobs are growing.

Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

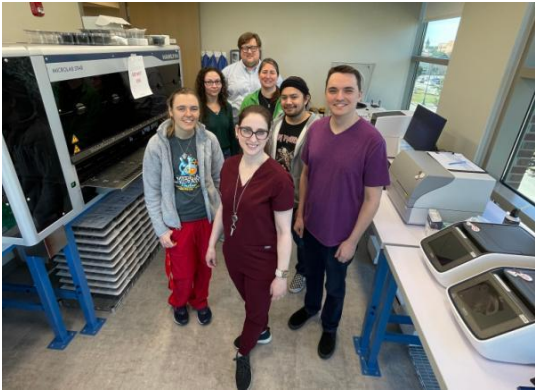
Industry Drivers

Some emerging Industry drivers are more likely to accommodate remote work

The Professional, Scientific, and Technical Service sector experienced sharp growth between 2015-2021, with jobs growing by 47.5% during that time period (from 223 to 330 jobs). Administration & Support, Waste Management and Remediation jobs grew more modestly at 20% (from 321 to 399 jobs).

Some in person industries also experienced significant declines between 2018 and 2021. Accommodation and Food Services experienced a 31% decrease in workers during that period. Retail experienced a 16% decrease.

Some industries better accommodate remote work because of their outsized use of digital tools, which allow tasks to be performed from anywhere.



KEY TAKEAWAYS

A higher proportion of remote workers indicates a need for diverse amenities close to home, especially for the urban core, which has a concentration of office space.

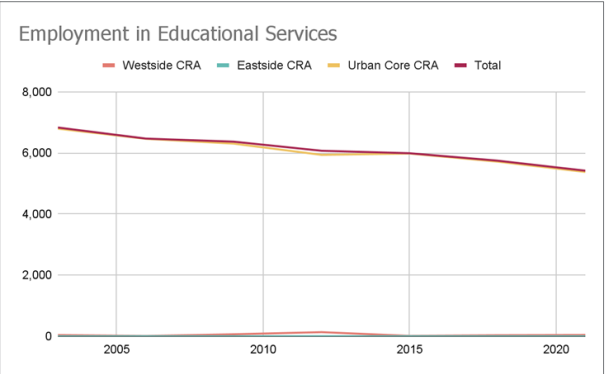
Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

Declining Industries

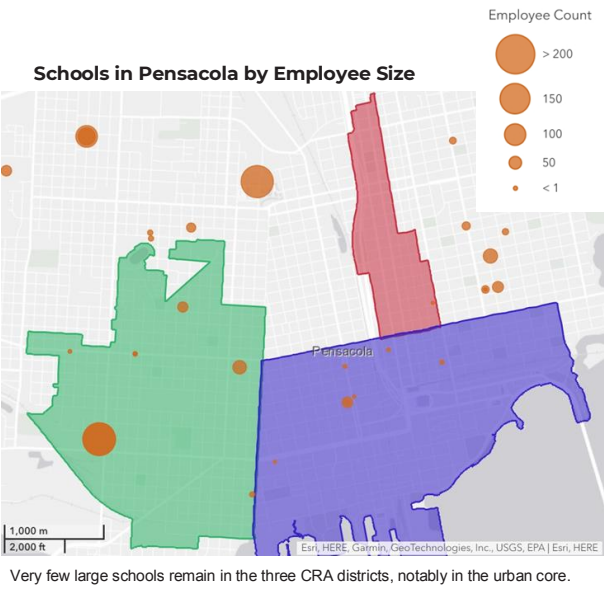
Educational services have been in decline since 2003

Education workers have been leaving the CRA districts steadily over the past two decades. After 2003, workforce data shows a 40% decline in Education workers that live in the district. Since that same year, Education jobs in the district have also experienced a steady decline, with a 20% decline in the number of Educational Service workers and the vast majority of those losses occurring in the Urban Core.

These findings suggest that Educational services are no longer located in these three districts. These declines mirror a string of public school closures within the study area since 2003.



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Data source: US Census Bureau, 2022 Data - Visualized by JLP+D

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New Business Growth

Large employers remain steady while small businesses are growing in Escambia County

The number of new establishments in Escambia County with less than 5 employees has grown steadily between 2018 (3,658) and 2021 (4,104).

The number of establishments with 1,000 employees or more dropped from 7 in 2019 to 6 in 2020. Steady at 6 in 2021. Non-Employer firms (sole proprietorship) has grown from 21,040 (2016) to 24,608 (2020). Local stakeholders focused on workforce development have differing views on economic development: some want a more equity focused approach while others want to attract large employers. These two strategies can both be successful but require different focus and partnerships.

KEY TAKEAWAYS

Escambia County has relatively few large employers, but small businesses of 5 or more employees show promise; anecdotally, many have been focused within the tech industry.



Image Source: SLive
Data Source: Census Business Builder Escambia County Business Profile

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2.0 REAL ESTATE MARKET PERFORMANCE

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APPENDIX



Housing Statistics

BENCHMARKING	TOTAL POPULATION	POPULATION DENSITY/ SQMI	MEDIAN AGE	TOTAL HOUSEHOLDS	TOTAL HOUSING UNIT VACANCY %	OWNER OCCUPIED HOUSING %	% OF HOUSING WITH 1 UNIT IN STRUCTURE	HOUSING AFFORDABILITY INDEX
Urban Core CRA	3,052	1,935	47.5	1,895	15.8%	45.0%	64.29%	63
East Side CRA	1,212	3,127	38.9	535	20.9%	53.3%	82.84%	58
West Side CRA	5,894	3,474	42.7	2,935	17.9%	59.6%	59.11%	68
Citywide	232,785	1,598	38.8	102,517	13.0%	42.7%	68.05%	94

Data source: US Census Bureau, 2023 Data - Visualized by JLP+D

The Housing affordability index measures the likelihood of obtaining a mortgage at the average home price given the average income.

KEY TAKEAWAYS

- Housing is relatively affordable in Pensacola, with a housing affordability index at 94, but the CRA districts are all significantly less affordable than citywide.
- The Eastside and Westside CRA districts have much denser population than the Urban Core or the City as a whole - nearly double. Both Eastside and Westside districts exceed 3,000 residents per square mile while the Urban Core CRA and Citywide population densities are both below 2,000 residents per square mile.
- Single-family homes dominate all of these areas, especially the Eastside district, which has over 80% single-unit structures.
- The Eastside and Westside districts have higher rates of home ownership with both exceeding 50% of homes. Nationally, 65.2% of homes are owner-occupied.
- The Eastside CRA appears to have the least affordable housing whilst also consisting of the highest housing unit vacancy percentage in 2023. This may be due to a misalignment in housing cost and resident socioeconomic status.

Q2 2024 Multi-Family Residential Market

BENCHMARKING	INVENTORY UNITS	INVENTORY UNITS/ ACRE	UNDER CONSTRUCTION UNITS	12 MONTH NET ABSORPTION UNITS	VACANCY RATE	MARKET ASKING RENT/ UNIT	MARKET SALE PRICE/ UNIT	MARKET CAP RATE
Urban Core CRA	658	0.5	0	143	7.70%	\$1,901	\$254,000	6.50%
East Side CRA	12	0.05	0	0	7.60%		\$134,000	7.90%
West Side CRA	724	0.6	0	-12	5.60%	\$869	\$85,600	7.40%
Citywide	23,585	0.9	1,122	673	13.10%	\$1,384	\$142,000	6.50%

Data source: US Census, Quarterly Residential Vacancies and Homeownership, First Quarter 2024 CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- There is limited multi-family housing in Pensacola, which is defined as structures with more than 4 housing units. The metrics in the table above represent less than 15% of all housing units. Citywide, 1-unit structures (single-family homes) represents 68% of all housing units.
- Some development stagnation is visible within the Eastside CRA, characterized by a lack of new construction or absorption and a vacancy rate of 7.60%, higher than the Q1 2024 national rental residential vacancy of 6.6%. Additionally, the Eastside district has the lowest property values among CRAs, with units sales averaging \$134,000 each, indicating a less dynamic market.
- The Westside CRA's multi-family housing sector shows a lowest vacancy rate of 5.6%, yet its real estate performs below par compared to other market areas in terms of sale price and rent. Moreover, it stands as the sole geography with a negative 12-month absorption rate.
- The three CRAs rent out more places than the rest of Pensacola combined. Although they only make up 6% of all the rental properties in the city, they're responsible for 19% of the places where people have moved in the last year.
- The Urban Core surpasses Pensacola in market rent and sale price per unit, boasting almost half the vacancy rate of the citywide average at 7.7%.

COMPARING CAP RATES: Many analysts consider a "good" cap rate to be around 5% to 10%, while a 4% cap rate indicates lower risk but a longer timeline to recoup an investment.



APPENDIX

STEP 1 | September 2024

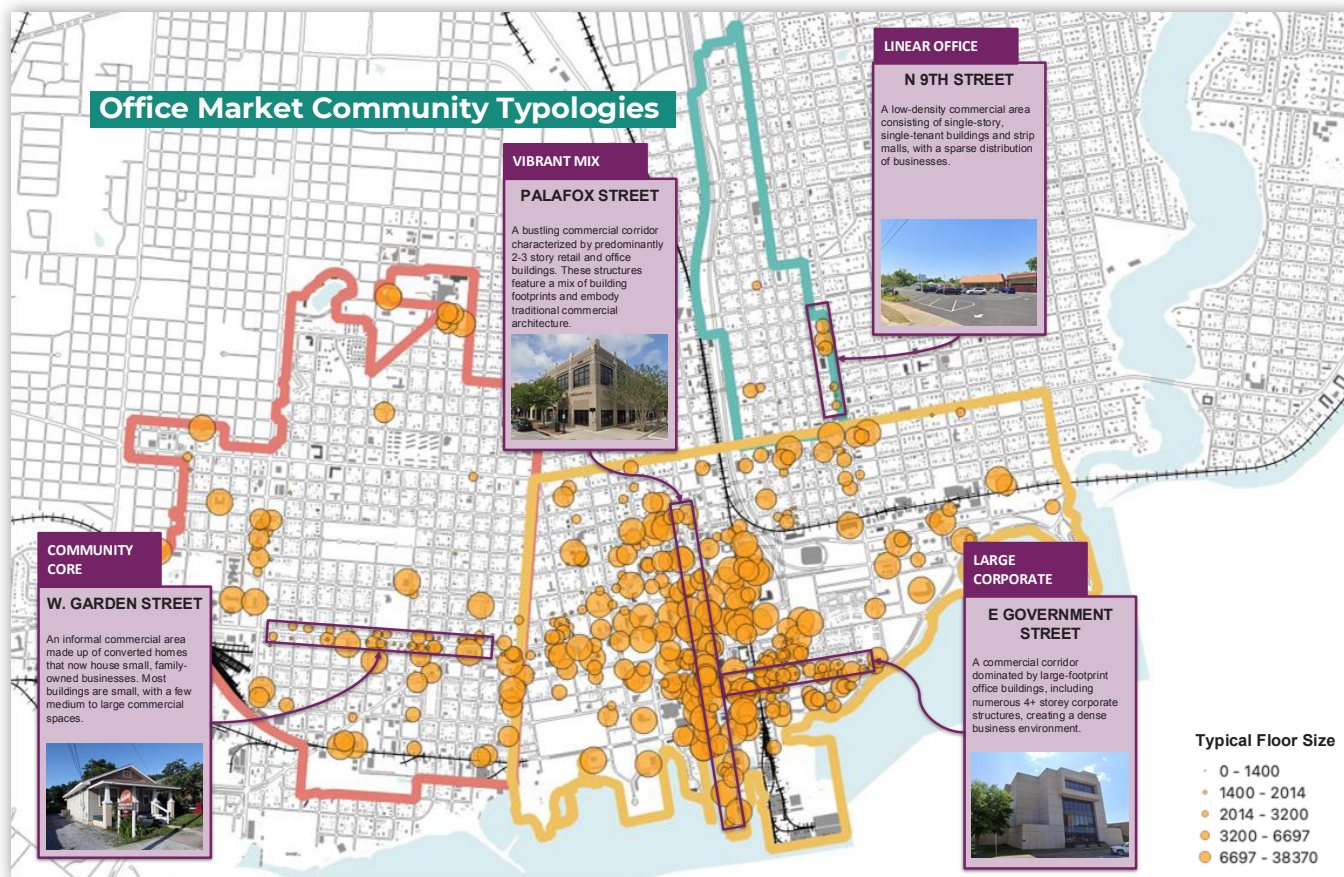
Q2 2024 Office Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	3,900,000	3078	0	26,800	2.30%	\$27.35	\$139	9.90%
East Side CRA	21,500	84	0	0	0.00%	\$24.33	\$135	9.60%
West Side CRA	516,000	445	0	2,200	0.00%	\$23.64	\$100	10.40%
Citywide	15,200,000	584	0	193,000	2.30%	\$25.37	\$134	9.90%

KEY TAKEAWAYS

Data source: CoStar, Sourced in Q2 2024

- Despite national trends of low demand for office space, Pensacola’s Urban Core district has relatively low vacancy but high concentration: the **Urban Core district holds 26% of all office space** and this concentration of office inventory is five times the citywide rate of square feet of office space per acre.
- Pensacola has limited office availability citywide with no office space under construction and and limited or no vacancy. If office jobs increase in the urban core, supply for office space would likely need to increase in turn.
- Though both have limited office space, the Eastside and Westside CRA each have 0% reported vacancy, suggesting demand meets or exceeds supply.
- Office space has the highest market asking rent and sale price per square foot when measured against the industrial and retail market comparables, likely contributing to the property value of the Urban Core area.
- The three CRAs together account for 15% of the citywide absorption totals. Specifically, the Eastside CRA shows no absorption , while the Westside CRA has absorbed 2,200 square feet, and the Urban Core CRA has absorbed 26,800 square feet.
- Market value and asking prices are lower for Westside CRA office space, with sale prices roughly 30% below the other districts.



STEP 1 | September 2024

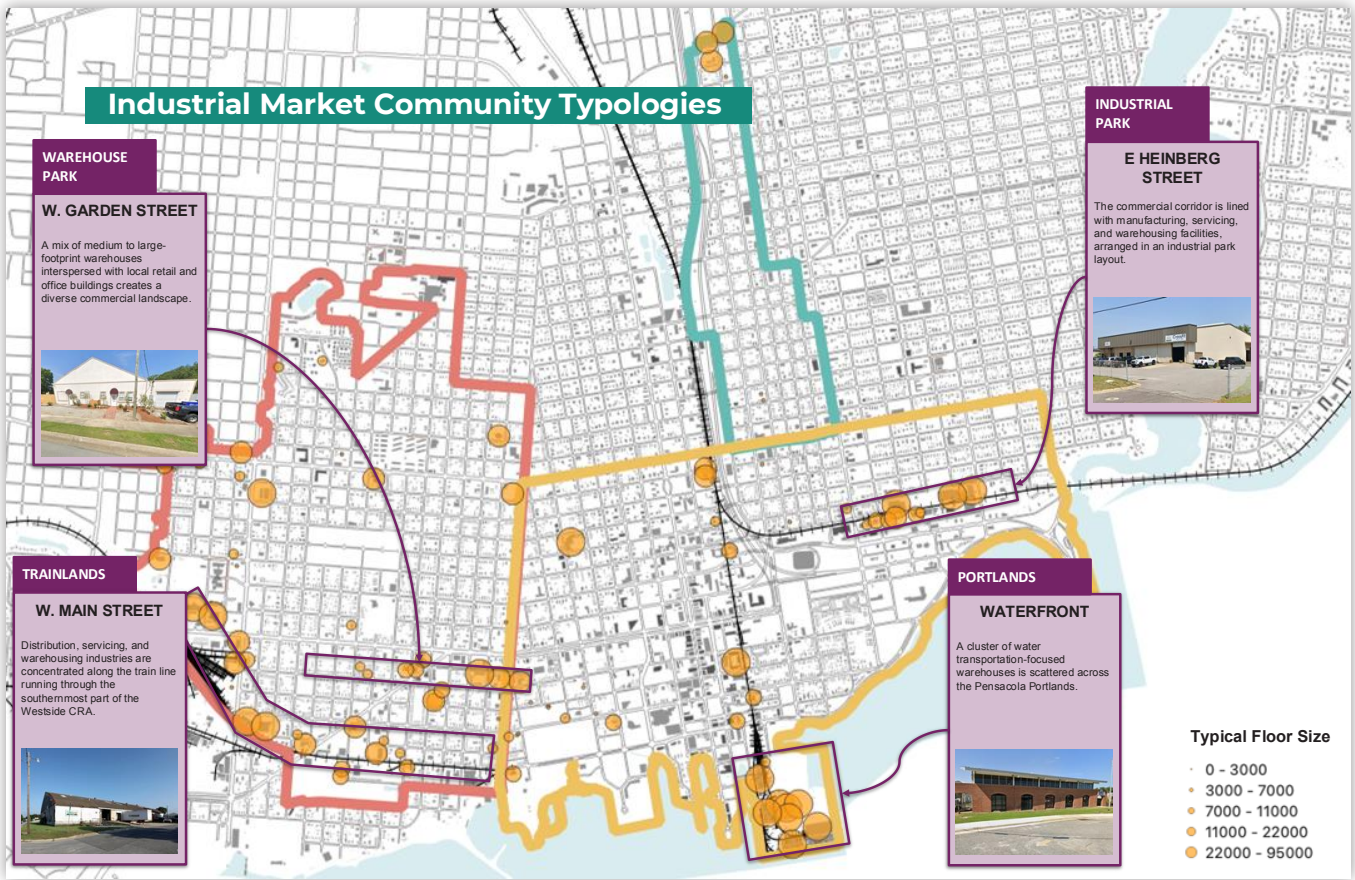
Q2 2024 Industrial Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	904,000	713	0	251,000	0.00%	\$7.19	\$73	8.70%
East Side CRA	48,900	191	0	0	0.00%	\$8.55	\$48	9.60%
West Side CRA	556,000	480	0	-3,500	0.60%	\$8.58	\$55	9.20%
Citywide	14,900,000	572	0	160,000	2.50%	\$8.95	\$69	8.80%

Data source: CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- The industrial properties in Pensacola range from 3,486 to 26,886 square feet, encompassing uses such as offices, warehouses, and flex spaces, with lot sizes varying from 0.28 to 1.64 acres (LoopNet Property Search, May 2024).
- All three CRA districts outperform the City of Pensacola in industrial real estate vacancy; all three have less than a 1% vacancy rate.
- There is no current industrial real estate under construction in any of the studied geographies.
- The Westside CRA industrial real estate market appears to be stagnant with negative 3,500 net absorption square footage and a vacancy rate under 1%.
- The Eastside and Westside CRAs have higher market asking rents per square foot than the Urban Core CRA, although their market sale prices are lower compared to the Urban Core.



APPENDIX

STEP 1 | September 2024

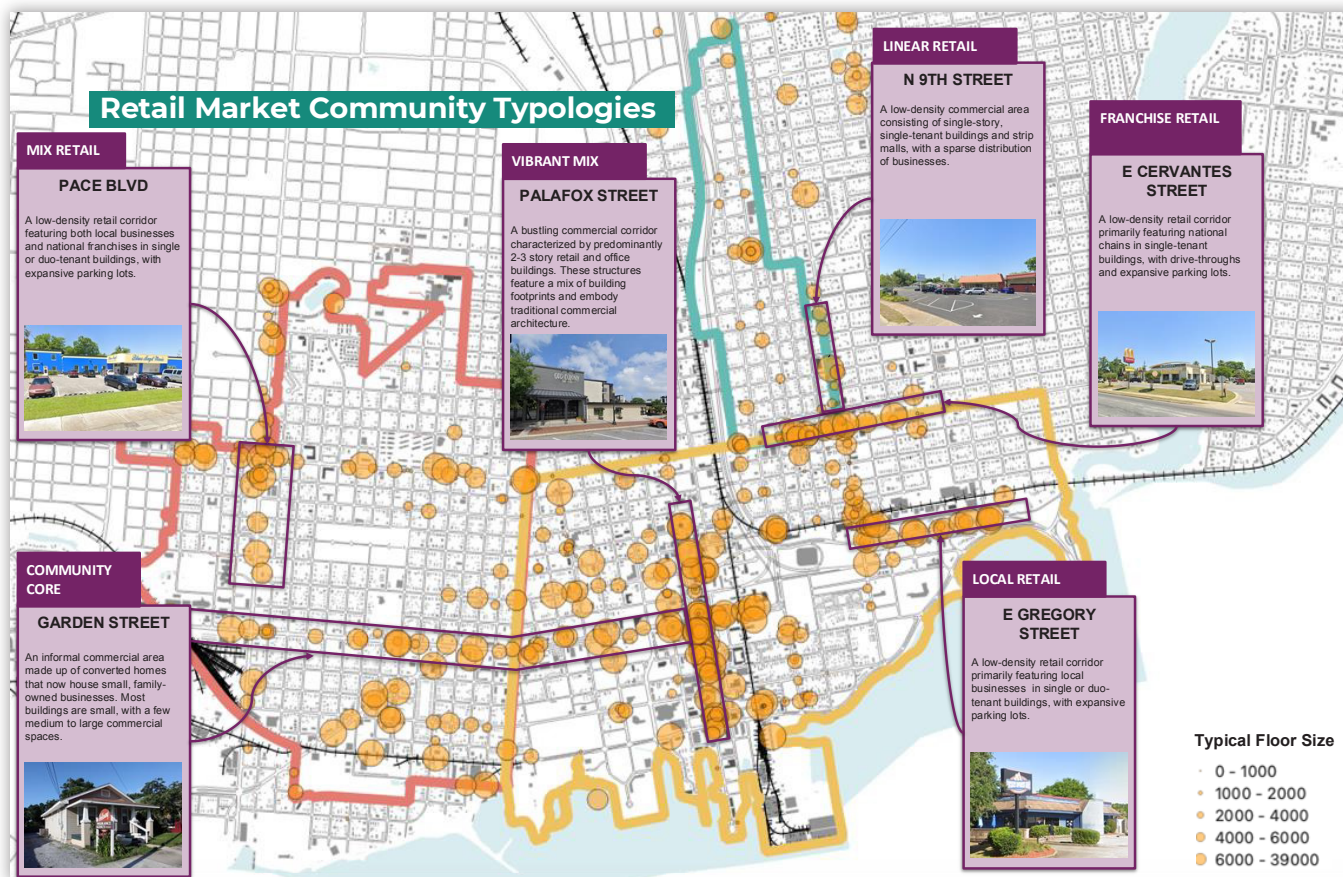
Q2 2024 Retail Market

BENCHMARKING	INVENTORY SF	INVENTORY SF/ ACRE	UNDER CONSTRUCTION SF	12 MONTH NET ABSORPTION SF	VACANCY RATE	MARKET ASKING RENT/ SF	MARKET SALE PRICE/ SF	MARKET CAP RATE
Urban Core CRA	1,400,000	1105	0	3,300	3.70%	\$19.24	\$199	6.90%
East Side CRA	129,000	504	0	0	0.00%	\$15.50	\$162	7.40%
West Side CRA	566,000	489	0	-2,900	2.30%	\$12.49	\$132	7.20%
Citywide	22,400,000	860	66,300	166,000	2.60%	\$16.90	\$154	7.30%

Data source: CoStar, Sourced in Q2 2024

KEY TAKEAWAYS

- The retail market has the highest volume of commercial real estate inventory square footage, when compared to the industrial and office real estate markets in Pensacola
- However, disposable income is relatively limited for residents of the CRA districts, reducing the viability of significant new retail.
- Despite comprising 9.4% of citywide retail inventory, CRAs only absorbed 2% of square footage in the past year, with no ongoing construction.
- Economic development professionals in the city highlight a shortage of retail options at higher price points, such as luxury brands, yet the urban Core district has higher vacancy than Citywide.
- While the East and Westside both outperform the Citywide vacancy rate at 0% and 2.3%, their lower inventory suggests that demand for more retail may be weak.
- The Urban Core has the highest market rent and sale prices per square foot among all CRA districts, exceeding citywide averages, indicating that lowering prices could reduce current vacancy rates.



STEP 1 | September 2024

Q2 2024 Hotel Market Analysis

COUNTY BENCHMARKING	INVENTORY ROOMS	UNDER CONSTRUCTION ROOMS	12 MO OCC RATE	12 MO ADR
Urban Core CRA	790	0	66.10%	\$146
East Side CRA	-	-	-	-
West Side CRA	26	0	50.70%	\$80
Citywide	6,565	649	60.50%	\$126

PLANNED + PERMITTED HOSPITALITY PROJECTS

- Tristan Hotel - Hilton Tapestry Boutique Hotel (East Garden District, LLC): Construction start - Oct 15, 2024 (No permit app yet though)
- Hotel Pensacola (SMP Architecture): Planning (May be discontinued)
- Tempo by Hilton: Permitting - Demo, Site & Building
- Homewood Suites by Hilton (Kerith): Permitting
- Hard Rock Reverb Hotel @ CMP: Planning
- Valencia Hotel Group @ CMP: Pre-Planning

Data source: CoStar, Sourced in Q2 2024

Data source: City of Pensacola

KEY TAKEAWAYS

- Most hospitality establishments are concentrated in the Urban Core CRA, likely due to its attractions, amenities, and waterfront access. Currently, no hotel rooms are under construction in any of the three CRAs, possibly due to rising interest rates.
- The hospitality sector shows limited growth, with Citywide occupancy rates declining since Q2 2023. In 2023, Citywide hotel occupancy reached 73%, exceeding the AHLA's Florida projection of 70.5%. However, in 2024, Citywide occupancy dropped to 60.5%, with CRA occupancy below 70%. Industry experts, including Julian Macqueen of Innisfree Hotels, attribute this to rising interest rates, which have led to the cancellation of \$250 million in projects on Pensacola Beach.
- The average daily rate (ADR) has remained steady, with 2023 room rates at \$140, down from \$141 in 2022, and current Citywide ADR at \$126. Hoteliers in the area cite consistent ADRs as a sign of strength in the industry.
- Despite middling occupancy rates and no recent construction, planned and proposed projects in the Urban Core suggest growth opportunities for the hospitality industry, though they are not yet reflected in CoStar's real estate assessment.
- Notably, the Urban Core also outperforms the Eastside and Westside CRAs in room inventory, occupancy rates, and revenue per available room, slightly exceeding Citywide averages.

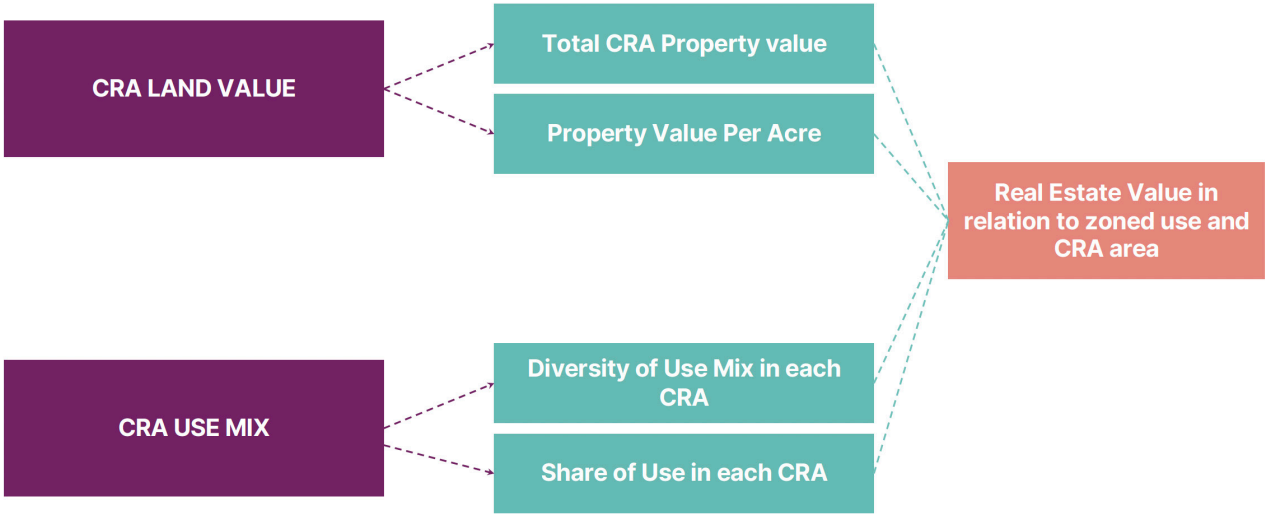
3.0 CRA PERFORMANCE REVIEW

PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

APPENDIX

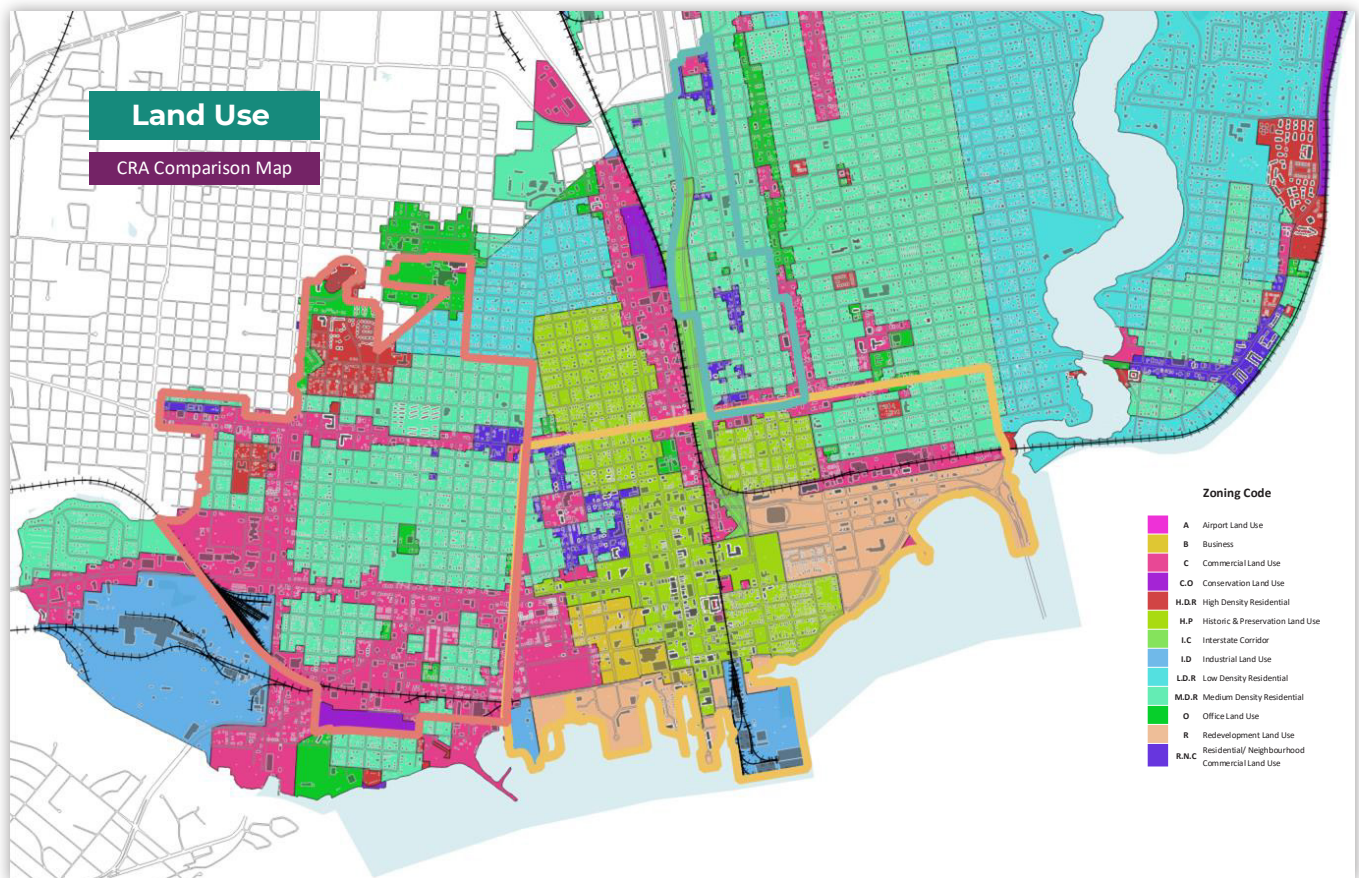
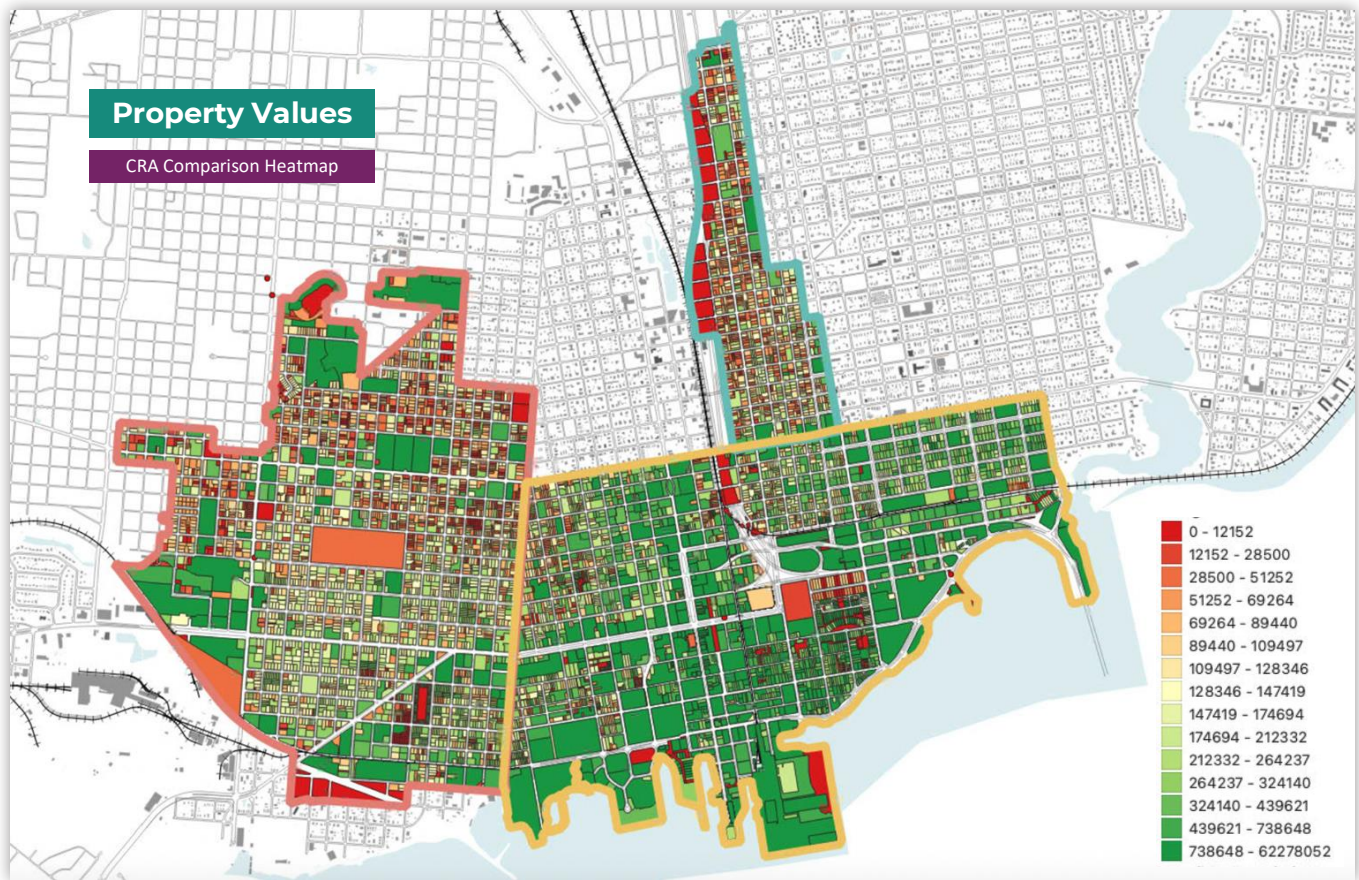
CRA Analysis

Introduction



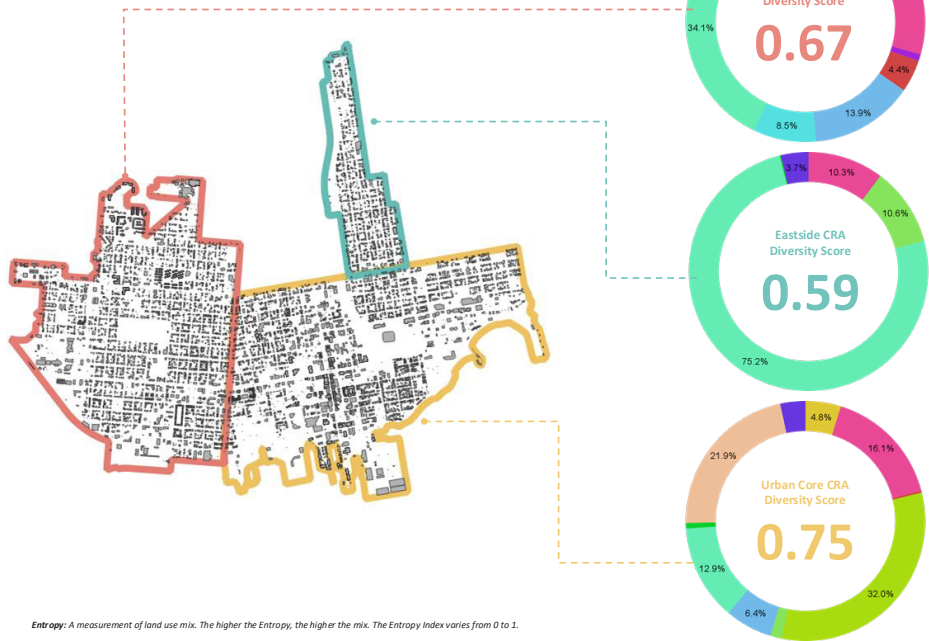
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Land Use Diversity

A broad mix of land uses means more daily needs like work, housing, and retail can be in close proximity to each other



Entropy: A measurement of land use mix. The higher the Entropy, the higher the mix. The Entropy Index varies from 0 to 1.
PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

Land Use Diversity

Several land uses contribute to the overall property value of CRA districts. The combination of total land area in each district, and the total value of the land area, shows wide variations. Some land uses thus have greater potential to impact the overall revenue received by the Community Redevelopment Agency.

			EASTSIDE CRA TOTAL VALUE	URBAN CORE CRA TOTAL VALUE	WESTSIDE CRA TOTAL VALUE
A	Airport Land Use			\$1,005,755.88	
B	Business			\$107,871.78	
C	Commercial Land Use		\$39,742.58	\$302,170.07	\$653,521.25
C.O	Conservation Land Use				\$4,624.51
H.D.R	High Density Residential			\$6,999.99	\$287,362.38
H.P	Historic & Preservation Land Use			\$179,820.28	
I.C	Interstate Corridor		\$1,626.13	\$16,765.55	
I.D	Industrial Land Use			\$12,248.92	\$4,250.82
L.D.R	Low Density Residential				\$54,855.86
M.D.R	Medium Density Residential		\$597,186.15	\$291,758.12	\$1,493,877.36
O	Office Land Use		\$1,889.35	\$9,627.17	\$116,757.35
R	Redevelopment Land Use			\$353,707.77	
R.N.C	Residential/ Neighbourhood Land Use		\$70,568.23	\$182,498.66	\$48,122.45
TOTAL CRA LAND VALUE			\$711,012.44	\$2,469,224.19	\$2,663,371.98

PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

Land Value Compared to Land Use

When viewing land valuation per acre, residential uses stand out in all three CRA districts, while industrial land has very low value, particularly in the Westside, where it makes up 14% of land use. Strategies to activate industrial uses could bring values up quickly.

			EASTSIDE CRA VALUE SHARE	URBAN CORE CRA VALUE SHARE	WESTSIDE CRA VALUE SHARE
A	Airport Land Use			\$0.44	
B	Business			\$0.37	
C	Commercial Land Use		\$0.14		\$0.27
C.O	Conservation Land Use				\$0.06
H.D.R	High Density Residential			\$0.45	\$0.78
H.P	Historic & Preservation Land Use			\$0.11	
I.C	Interstate Corridor		\$0.01	\$0.21	
I.D	Industrial Land Use			\$0.04	\$0.004
L.D.R	Low Density Residential				\$0.08
M.D.R	Medium Density Residential		\$0.30	\$0.44	\$0.52
O	Office Land Use		\$0.45	\$0.25	\$0.19
R	Redevelopment Land Use			\$0.32	
R.N.C	Residential/ Neighbourhood Commercial Land Use		\$0.71	\$1.05	\$0.37

PENSACOLA CRA PLAN UPDATE / PENSACOLA, FLORIDA / JLP+D

Projects

2022 CRA Projects

EASTSIDE CRA	URBAN CORE CRA	WESTSIDE CRA
COMMUNITY WELLBEING AND SERVICES - Hollice T. Williams Greenway & Skatepark Improvements - General Daniel "Chappie" James Jr. Museum and Flight Academy - Phase II	COMMUNITY WELLBEING AND SERVICES - Bruce Beach Park Improvements - Community Maritime Park Day Marina - Hollice T. Williams Greenway & Skatepark Improvements - Community Policing	HOUSING - Affordable Housing Initiatives - Residential Property Improvement Program - Residential Resiliency Program
HOUSING - Affordable Housing Initiatives - Residential Property Improvement Program - Residential Resiliency Program	HOUSING - Affordable Housing Initiatives - Residential Property Improvement Program - Residential Resiliency Program	COMMERCIAL Commercial Facade Improvement Program
REVITALIZATION - CRA Urban Design Standards - Redevelopment Plan Update	COMMERCIAL - Commercial Facade Improvement Program REVITALIZATION - CRA Urban Design Standards - Downtown Improvement District Initiatives - Redevelopment Plan Update	REVITALIZATION - CRA Urban Design Standards - Redevelopment Plan Update

Source: [City of Pensacola Community Redevelopment Agency Annual Work Plan, 2022](#)

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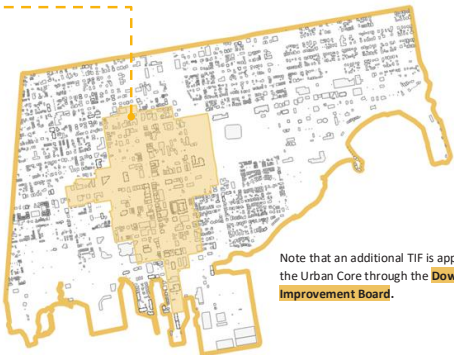
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Millage Rates

Annual Rate

A County and City millage rate is applied to properties located within each CRA. The millage rate, also known as the mill rate, is a tax rate used to calculate local property taxes. It represents the amount of tax payable per \$1,000 of a property's assessed value. For example, a millage rate of 10 means \$10 in tax for every \$1,000 of property value.

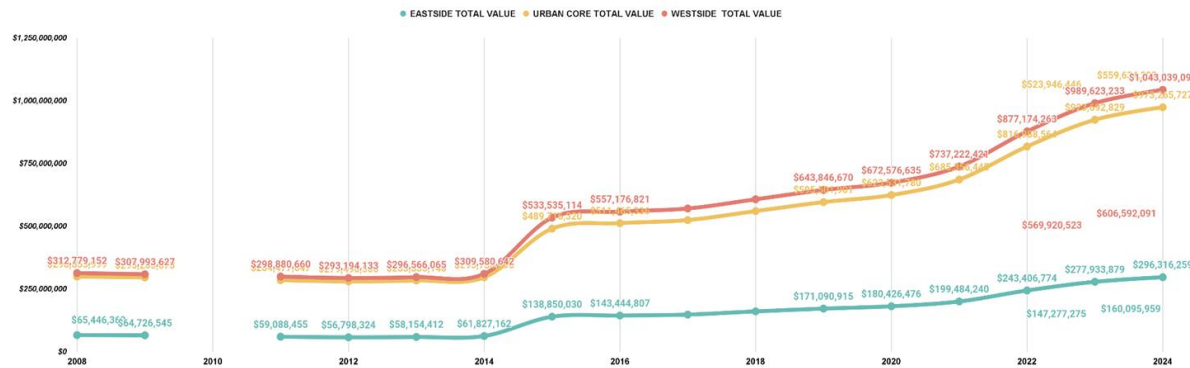
	County	City	Urban Core Downtown Improvement Board
2010	6.9755	4.5395	2.0
2011	6.9755	4.2895	2.0
2012	6.9755	4.2895	2.0
2013	6.6165	4.2895	2.0
2014	6.6165	4.2895	2.0
2015	6.6165	4.2895	2.0
2016	6.6165	4.2895	2.0
2017	6.6165	4.2895	2.0
2018	6.6165	4.2895	2.0
2019	6.6165	4.2895	2.0
2020	6.6165	4.2895	2.0



Property Value over Time

by CRA District

The Urban Core and Westside CRA are both higher than the Eastside CRA in total property value. All three CRA districts are demonstrating year-over-year growth with the Urban Core showing the greatest growth, followed by the Westside CRA, then the Eastside CRA.



Property Value over Time

Property value per acre by CRA District

The Urban Core has greater value per acre property than both the Westside and Eastside CRA districts. The magnitude is significant; the Urban Core shows nearly exponential growth compared to the two other CRA districts.



Property Value over Time

Property value per parcel count by CRA District



TIF Revenue Annually

Total TIF Payments

The TIF revenue reveals historical is derived from the Urban Core CRA while the Westside CRA collected no revenue from 2010 - 2013. All three CRAs have seen an overall increase in revenue between 2010 and 2020.

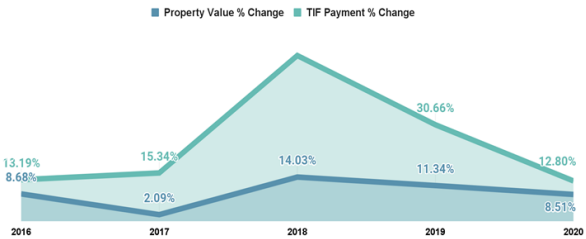
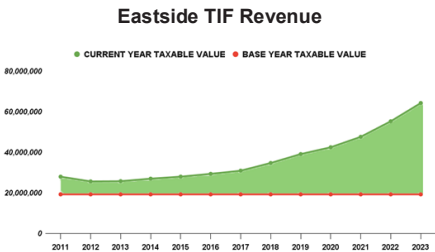
	Eastside CRA	Urban Core	Westside CRA
2010	\$40,356	\$1,535,329	\$0
2011	\$35,380 ↓	\$1,441,891 ↓	\$0
2012	\$25,872 ↓	\$1,381,489 ↓	\$0
2013	\$26,356 ↑	\$1,424,671 ↑	\$0
2014	\$31,356 ↑	\$1,529,281 ↑	\$26,537 ↑
2015	\$35,474 ↑	\$1,662,929 ↑	\$36,293 ↑
2016	\$41,066 ↑	\$1,807,608 ↑	\$76,658 ↑
2017	\$47,393 ↑	\$1,983,688 ↑	\$120,764 ↑
2018	\$62,630 ↑	\$2,221,033 ↑	\$169,983 ↑
2019	\$81,808 ↑	\$2,539,504 ↑	\$250,353 ↑
2020	\$92,207 ↑	\$2,785,600 ↑	\$319,997 ↑

Continual decrease in total TIF payments across all three CRAs, due to nationwide economic decline

TIF Revenue

Eastside CRA

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
EASTSIDE CRA Total Acres: 218											
Total Payment	\$40,356	\$35,380	\$25,872	\$26,356	\$31,356	\$35,474	\$41,066	\$47,393	\$62,630	\$81,808	\$92,207
Payment Per Acre	\$185	\$162	\$119	\$144	\$121	\$144	\$163	\$188	\$287	\$375	\$423
Total Property Value	N/a	N/a	N/a	N/a	N/a	\$56,994,857	\$61,941,871	\$63,235,471	\$72,104,387	\$80,277,360	\$87,111,463
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	\$261,444	\$284,137	\$290,071	\$330,754	\$368,245	\$399,594

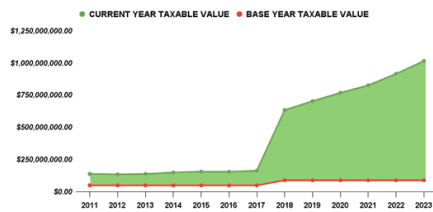


TIF Revenue

Urban Core CRA

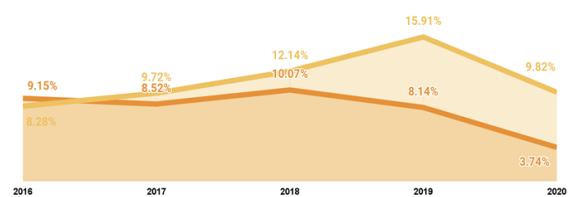
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
URBAN CORE CRA Total Acres: 1,283											
Total Payment	\$4,063,003	\$3,953,997	\$3,788,221	\$3,787,966	\$4,075,806	\$4,427,771	\$4,794,187	\$5,260,081	\$5,898,476	\$6,837,207	\$7,508,831
Payment Per Acre	\$3,167	\$3,082	\$2,953	\$2,952	\$3,177	\$3,451	\$3,737	\$4,100	\$4,597	\$5,329	\$5,853
Total Property Value	N/a	N/a	N/a	N/a	N/a	\$575,840,293	\$628,528,322	\$682,092,327	\$750,758,186	\$811,833,232	\$842,213,147
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	\$448,823	\$489,890	\$531,639	\$585,158	\$632,762	\$656,440

City CRA TIF Revenue



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Property Value % Change (orange line), TIF Payment % Change (yellow line)



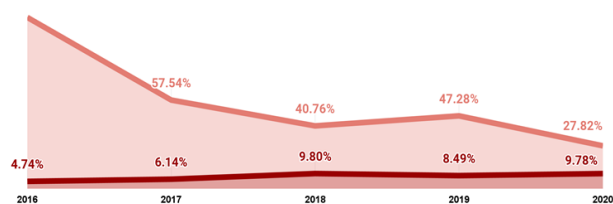
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TIF Revenue

Westside CRA

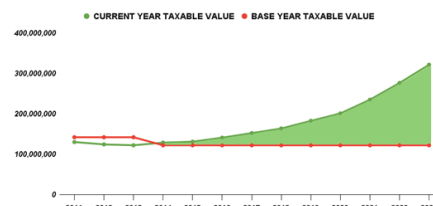
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
WESTSIDE CRA Total Acres: 1,125											
Total Payment	-\$43,892.21	-\$48,505.55	-\$72,262.97	-\$80,972.30	\$26,536.55	\$36,292.99	\$76,657.94	\$120,764.46	\$169,983.01	\$250,352.67	\$319,997.41
Payment Per Acre	-\$39.02	-\$43.12	-\$64.23	-\$71.98	\$23.59	\$32.26	\$68.14	\$107.35	\$151.10	\$222.54	\$284.44
Total Property Value	N/a	N/a	N/a	N/a	N/a	\$274,452,545	\$287,469,547	\$305,115,998	\$335,014,607	\$363,456,488	\$399,017,359
Property Value Per Acre	N/a	N/a	N/a	N/a	N/a	\$243,958	\$255,528	\$271,214	\$297,791	\$323,072	\$354,682

Property Value % Change (red line), TIF Payment % Change (pink line)



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Westside TIF Revenue



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Outstanding Questions

Identifying Potential Causality



APPRAISAL
PROCESS

Could potential changes in appraisal policy play a role in increasing TIF revenue?



MARKET
CONDITIONS

Could a change in real estate typology or volume be impacting the annual CRA revenue?



MAJOR ECONOMIC
SHIFTS

Could demographic, industry, or workforce changes be impacting the TIF revenue?

4.0
GENTRIFICATION +
DISPLACEMENT

Definitions

Gentrification

The process of change in an neighborhood or community that is seen by increased prices for basic needs, increased economic investments, and demographic or cultural shifts, typically resulting in displacement of residents.

- Methodology: Definitions were compared against each other through the lenses of:

Social Change

Economic Change

Cultural Change

Physical/Built Change

Displacement

A force that relocates people from where they are living or running a business. This can be either physical or economic, and it is often experienced as a slow accumulation of pressure or acute actions that change stay-or-go tradeoffs for individuals.

- Methodology: Definitions were compared against each other through the lenses of:

Degraded Housing

Rising Costs

Resident Income

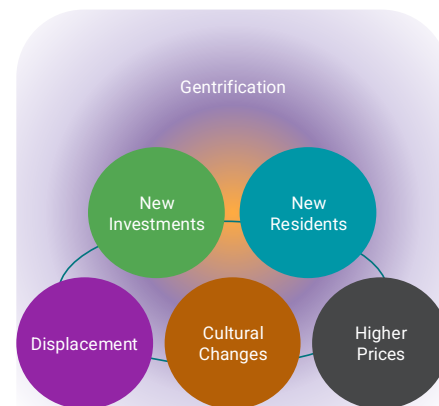
Small Business Changes

Migration

Discussion

Displacement vs. Gentrification

- Displacement and Gentrification are related but not the same.
- Displacement is defined by the *movement*** of residents and businesses. It is measurable and consistent. It is often witnessed in gentrifying areas.
- Gentrification is a process** that often *creates the set of factors* that lead residents and businesses to move, and can also cause other changes. It is multi-faceted, and more complex to measure.



When is it gentrification vs. economic growth?

- Economic growth is positive for any community, and especially for low-income communities. However, when that growth is not inclusive or accessible to certain groups, it is not equitable.
- The **negative impacts** of economic growth **are often associated with gentrification**, such as increasing rents reducing affordability for residents
- **Equitable economic development** aims to **minimize the negative impacts** of economic growth

Gentrification & Displacement: Overall Trends

Pensacola shows a mix of factors that indicate vulnerability to future gentrification and displacement, as well as some factors that limit gentrification and displacement

Risk Factors	Possible strengths	Signals to watch for
Incomes - Median incomes, when lower than the median income of surrounding areas, can be a predictor of gentrification and displacement. - High poverty rates when compared to the national average also signify potential risk. Housing - The affordability index is low, meaning that incomes are too low to qualify for mortgages - The rental percentage is higher than County and national averages, suggesting homeownership is consistently out of reach - Change in rental vacancy rates indicates changes in affordability for renters	Population Flows - Fast growth can incite displacement of existing communities. Within Escambia county, migration has been net neutral over the last 10 years. Diversity - Diverse communities are less likely to experience displacement than areas with high concentrations of communities of color. Incomes - Extremely fast income growth is often a sign of gentrification for communities	Incomes & Earning Power - Stakeholders should be sensitive to an increase in proportion of high incomes indicating wealthier residents displacing lower income residents - Stakeholders should also look for an increase in the percentage of residents with a bachelor's degree or higher, who generally have higher earning potential Rents & Evictions - Greater increase in median rent and subsequent increases in eviction rates Housing Supply - Observing total housing units constructed to understand if it is lower than the population growth

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Gentrification & Displacement: Risk Factors

Housing and Incomes create challenges for residents

Today all three CRA districts present some risk factors of economic vulnerability and displacement. The median household income is lower in these districts than city and county averages. The affordability index, which measures the likelihood of obtaining a mortgage at current average home prices given the current average income, is also below 60 for all districts, despite variation in the average home price of each area.

The share of renters is higher in the CRA districts than the county and the national average. The rental rate for nationally is 35% while the Westside (59%), Eastside (53%), and the Urban Core (42%) are all significantly higher. Renters are likely to be more quickly displaced than homeowners due to fluctuating rent prices.

When looking at vacancy, total vacant housing units have increased citywide and in every CRA district, though vacancy is projected to decrease slightly. This vacancy combined with increase in housing units could be explained in part by housing quality; better housing has entered the market while less attractive housing still exists.

Additionally, density of housing units has increased in all CRA districts, supported by lot splitting and conversions or additions of accessory dwelling units in a more promising trend, total housing units are increasing in the Westside and Eastside CRA districts, and have been steadily since 2000. This growth outpaces the City of Pensacola overall.

Present Risk Factors				
	Median Income	% Households Below Poverty	# Households Below Poverty Level	Affordability Index
Westside CRA	\$23,551	39.5%	1,033	51
Eastside CRA	\$35,124	27.9%	150	58
Urban Core CRA	\$59,901	16.9%	248	57
Pensacola	\$67,722	14.1%	7,534	90
Escambia County	\$61,642	12.7%	18,030	87

Housing Unit Totals				
	2000	2010	2023	2028
Westside CRA	2,925	3,074	3,577	3,710
Eastside CRA	683	669	676	684
Urban Core CRA	1,793	1,832	2,251	2,430
Pensacola	26,948	27,892	28,111	28,111
Vacant Housing Unit Totals				
	2000	2010	2023	2028
Westside CRA	381	177	642	645
Eastside CRA	120	73	141	138
Urban Core CRA	304	105	356	343
Pensacola	3,115	3,256	3,129	3,114

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Gentrification & Displacement: Possible Factors

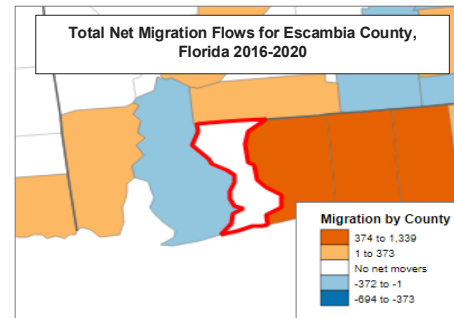
A few factors indicate a complex set of trends for and against active displacement

There are several factors that may not demonstrate direct gentrification and displacement for Pensacolians. First, within Escambia county, migration has been net neutral - while some movement has occurred, the movers out have roughly equalled movers in. There is no visible evidence of rapid population growth contributing to displacement.

next, the CRA districts all have fairly high diversity, which can be a strength against swift displacement for communities of color. That said, the Eastside CRA district has a higher concentration of black households than the other areas, while the urban core CRA has a higher concentration of white residents.

Income growth, though low for many households, has increased at a steady rate, mirroring the national averages for that last 20 years. Sharp increases in income are often caused by higher earners moving to an area and lower income earners leaving.

Additionally, density of housing units has increased in all CRA districts, supported by some new construction and lot splitting and conversions or additions of accessory dwelling units.



	Population By Race 2021 %						
	White	Black	American Indian	Asian	Pacific Islander	Other	Two or More Races
Westside CRA	38.97%	49.16%	0.00%	0.52%	0.22%	1.13%	10.00%
Eastside CRA	25.59%	63.53%	0.00%	0.00%	0.00%	3.92%	6.96%
Urban Core CRA	66.55%	22.75%	0.00%	0.16%	1.89%	1.01%	7.65%

Gentrification & Displacement: Signals to Watch in the Future

Changes to the population and rental prices are indicators of potentially fast shifts

Both gentrification and displacement can shift from risks to reality quickly. Changes to the median rent act as a signal of shifting demand by higher income renters, and the current asking rent of \$1,800 for new units across the city should be watched to identify increases. The current range of rental prices clusters around \$1,500.

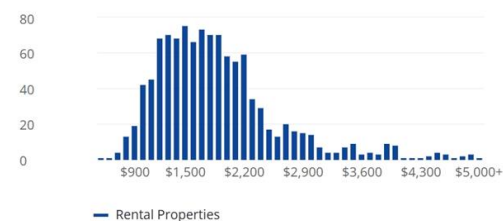
Similarly, changes to high income earners or populations with college degrees (and thus, potentially higher earning power) should be monitored as well. These indicators are already elevated in the Urban Core CRA, but could increase in the Eastside CRA quickly too, given its small population overall.

Lastly, the CRA is familiar with planned housing projects, and the total units of housing added to the Pensacola market will have the least impact if they are not outpaced by population growth. Thus, greater population growth, if it becomes a steady trend is also a sign to monitor changes to the number of housing units in the area.

Potential Indicators of Future Displacement			
	Median Rent	Households Earning > \$150k	Households with Bachelor's or Higher
Westside CRA	\$869	113 (4.0%)	16.3%
Eastside CRA	-	29 (5.3%)	27.4%
Urban Core CRA	\$1,901	338 (21%)	45.5%
Pensacola	\$1,150	3,812 (15.7%)	40.5%
Escambia County	\$1,394	15,757 (12.5%)	31.8%

Price Range

The price range for all bedrooms and all property types is \$600 to \$5,500.



What Else Impacts Gentrification Trends?

Factors to consider in Pensacola



SAFETY & PERCEPTION OF SAFETY



OVERALL COST OF LIVING



ATTRACTIVENESS FOR DEVELOPMENT



ECONOMIC DRIVERS



MILITARY INVESTMENT

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CRA FUNDING RESOURCES

FEDERAL FUNDING

Grant Name	Awarding Entity	Website	Typical Projects Funded	Notes of interest
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	USDOT	https://www.transportation.gov/RAISEgrants/raise-nofo	Surface transportation projects that have significant local or regional impact; could include projects with a safety component.	https://www.transportation.gov/sites/dot.gov/files/2022-09/RAISE%202022%20Award%20Fact%20Sheets_1.pdf
Infrastructure for Rebuilding America Discretionary Grant Program (INFRA)	USDOT	https://www.transportation.gov/grants/infra-grants-program	Primarily freight related.	For projects that improve safety, generate economic benefits, reduce congestion, enhance resiliency, and hold the greatest promise to eliminate freight bottlenecks and improve critical freight movements.
Reconnecting Communities Pilot Program (RCP)	USDOT	https://www.transportation.gov/grants/reconnecting-communities	Highway removal projects, through disadvantaged communities. Would fund replacement infrastructure and includes safety components.	
Safe Streets and Roads for All (SS4A)	USDOT	https://www.transportation.gov/grants/SS4A	Transportation safety projects.	Projects must be identified in a comprehensive safety action plan to receive implementation funding.
Federal Transit Administration Capital Funds (FTA)	Federal Transit	https://www.transit.dot.gov/funding/grants/urbanized-area-formula-grants-5307	Funds safe access to transit projects	See Bicycles and Transit, Flex Funding for Transit Access, the FTA Final Policy Statement on the Eligibility of Pedestrian and Bicycle Improvements Under Federal Transit Law, and FTA Program & Bicycle Related Funding Opportunities
Areas of Persistent Poverty Program (AoPP)	Federal Transit	https://www.transit.dot.gov/grants/areas-persistent-poverty-program	Funds projects that provide access to transit in disadvantaged communities, including safety improvements.	
Carbon Reduction Program (CRP)	FHWA	https://www.fhwa.dot.gov/environment/sustainability/energy/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	Project must be part of the state TIP and consistent with LRSTP and Metropolitan Transportation Plan; does not fund recreational trails
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	FHWA	https://www.fhwa.dot.gov/environment/air_quality/cmaq/	Projects, including bicycle and pedestrian facilities, that reduce emissions.	Project for planning, feasibility analyses, and revenue forecasting associated with the development of a project that would subsequently be eligible to apply for assistance under the BIP
Highway Safety Improvement Program (HSIP)	FHWA	https://highways.dot.gov/safety/hsip/shsp	Safety projects on the highway system.	Projects must be consistent with a state's Strategic Highway Safety Plan, funding is only for Highway projects, public transportation, and port facilities. Small local agencies also eligible
Railway-Highway Crossings (Section 130) Program (RHCP)	FHWA	https://highways.dot.gov/safety/hsip/xings/railway-highway-crossing-program-overview	Railroad crossing improvements.	Set aside from HSIP, Small local agencies also eligible
National Highway Performance Program (NHPP)	FHWA	Implementation Guidance for the National Highway Performance Program (NHPP) as Revised by the Bipartisan Infrastructure Law (dot.gov)	Could include safety improvements as part of other improvements.	Only for Highway projects; Administered by the State
Promoting Resilient Operations for Transformative, Efficient, and Cost Saving Transportation (PROTECT)	FHWA	https://www.fhwa.dot.gov/environment/sustainability/resilience/	Protecting transportation facilities from flooding.	Funds can only be used for activities that are primarily for the purpose of resilience or inherently resilience related. With certain exceptions, the focus must be on supporting the incremental cost of making assets more resilient.
Surface Transportation Block Grant Program (STBG)	FHWA	https://www.fhwa.dot.gov/specialfunding/stp/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	If called a bicycle facility, it must be primarily for transportation instead of recreation, but recreational trails are also permitted. Small local agencies also eligible
Transportation Alternatives (TA) Set-Aside	FHWA	https://www.fhwa.dot.gov/environment/transportation_alternatives/	Planning, bicycle and pedestrian facilities, bike share programs, road diets, etc.	Part of STBG; Administered by the State, Local agencies also eligible
Recreational Trails Program (RTP)	FHWA	https://www.fhwa.dot.gov/environment/recreational_trails/	Recreational trails	Part of STBG; Administered by the State
Safe Routes to School Program (SRTS)	FHWA	https://www.fhwa.dot.gov/environment/safe_routes_to_school/	Projects that improve safety for students going to school	Part of STBG; Administered by the State

FDOT FUNDING

Grant Name	Awarding Entity	Website	Typical Projects Funded	Notes of interest
Transportation Alternatives Program (TAP)	FDOT	https://www.fdot.gov/planning/systems/tap/default.shtm	Bicycle/pedestrian facilities recreational trails, SRTS projects	Part of the Federal TA set aside of the STBG https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/systems/systems-management/document-repository/tap/ta-set-aside-program_fl_overview-highlights_2015-2021.pdf?sfvrsn=7c0d8522_2
Shared-Use Nonmotorized (Sun) Trail Program	FDOT	https://www.fdot.gov/planning/systems/suntrail/guidance.shtm	Shared use trails	Project must be within the SUN Trail network, a priority of the applicable jurisdiction, and consistent with applicable plans. Local agency must commit to operation and maintenance of trail. Separate Request for Funding, but must be included in FDOT Work Plan https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/planning/systems/suntrail/guidance/suntrail_guidanceforsubmittal-offundingrequest.ppt.pdf?sfvrsn=3ac9b7ba_2
Highway Safety Improvement Program	FDOT	Reports and Plans (fdot.gov)	Transportation safety projects	Must show how project improves safety; part of FHWA HSIP funding
Safe Routes to School	FDOT	https://www.fdot.gov/Safety/programs/safe-routes.shtm	Transportation safety projects that improve safety for student going to/from school	Funded through HSIP

SIDEWALK PRIORITIZATION

RANKING CRITERIA

Step 1

Separate candidate projects into two tiers:

Tier 1: Projects with no existing sidewalks

Tier 2: Projects with existing sidewalks on one side of the street

Step 2

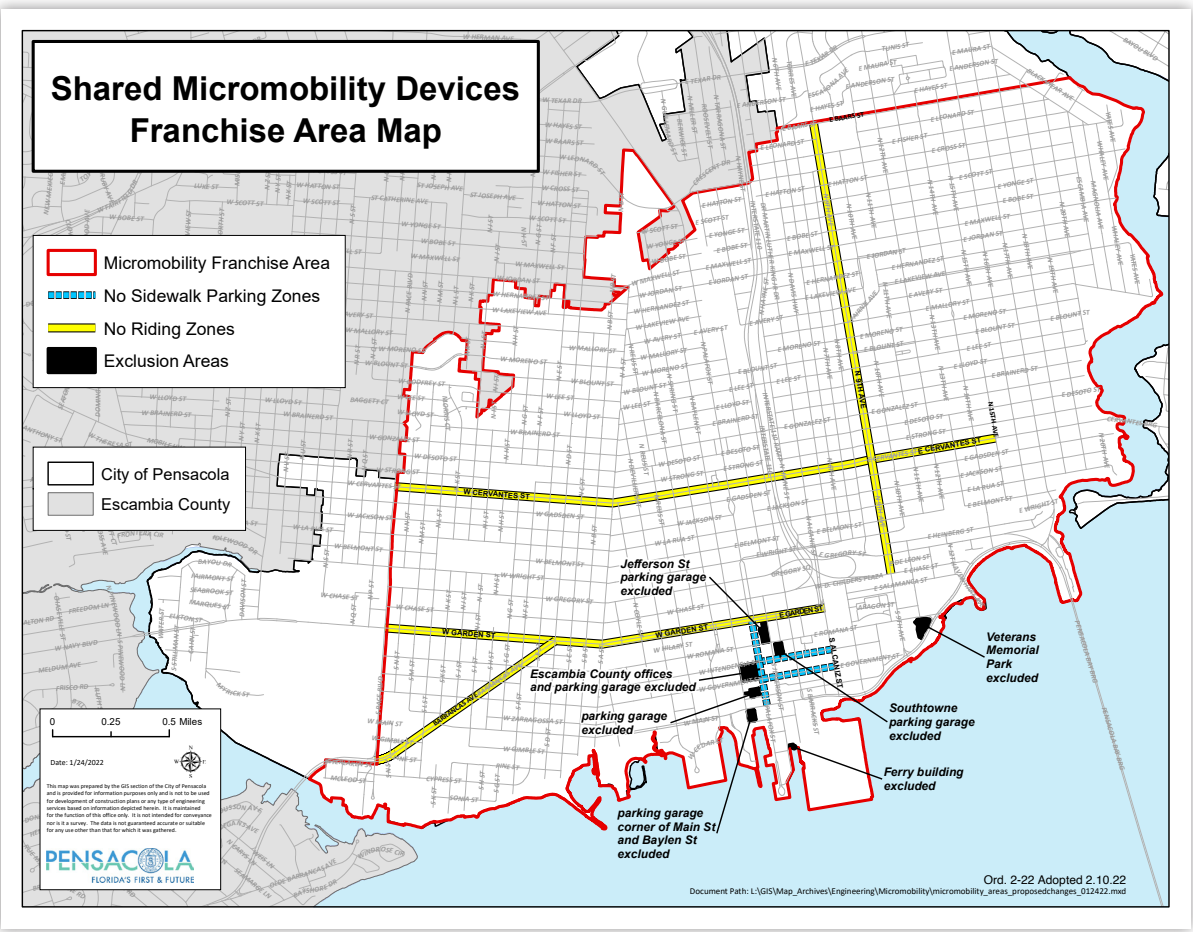
Rank Projects based upon the following criteria:

#	Quantifiable Criteria	Max Points
1	Safety (Roadway conditions, width, bike lanes, existing sidewalk)	6.5
2	School Proximity (Using EscCo Bus Eligible criteria) — Elem School @ 1 mile (15 points) — Middle School @ 1.5 miles (10 points) — High School @ 2 miles (5 points)	15
3	New Access on Arterials and Collectors	10
4	Latent Demand (using either census tract data or City data) — DUs within 1/4 mile to sidewalk project — Residents using transit or walking to work	15
5	Connectivity / This criterion will award points based on the following: — Connects to sidewalk on arterial roadway (15 points) — Connects to sidewalk on collector roadway (10 points) — Connects to sidewalk on local streets (5 points) — Does not connect to other sidewalks (0 points)	15
6	Existing Demand / This criterion will assess scores based on access to: — Transit Stops — Parks/Community Centers — Greenways & Trails — Transportation Disadvantaged Housing — Employment Centers — University/College Campuses (PCS) — Shopping Centers — Placemaking Areas (1/4 mile radius from: Palafox St from Wright Street to terminus and Belmont-DeVilliers intersection)	40
Total Max Points		101.5

If the totals for the subcategories exceed the maximum for the category, only the maximum value shall be assigned.

Data used will be from either City data (roadway classification, building footprints, pavement width, bike lanes, parks/community center locations, school locations), US Census data (worker transportation, DUs), and ECAT data (transit stops).

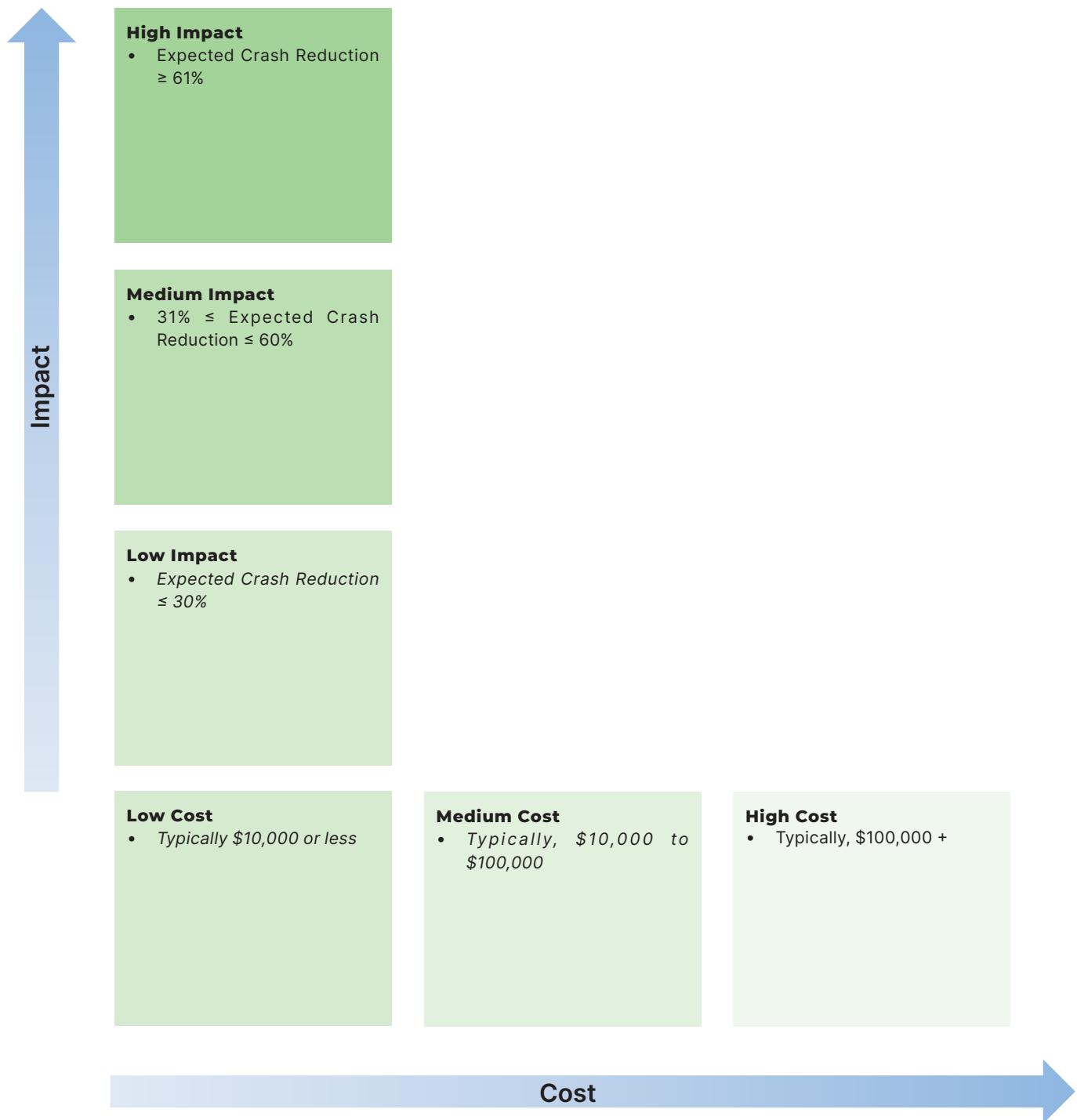
MICROMOBILITY AREA MAP



APPENDIX

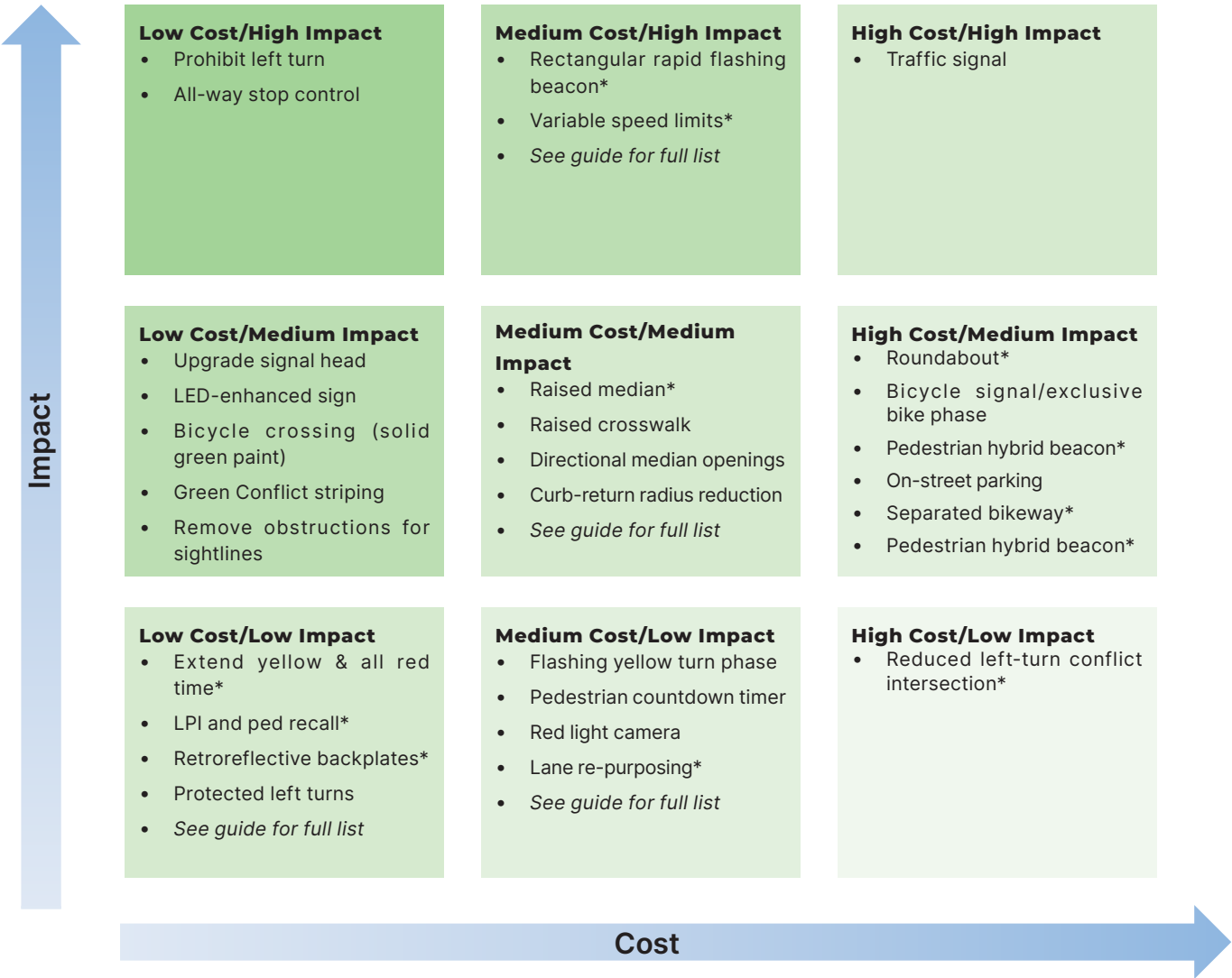
COST AND IMPACT COUNTERMEASURES

COUNTERMEASURE IMPACT AND COST DEFINED



Unknown Impact = No quantitative data is available

COUNTERMEASURE SELECTION GUIDE



APPENDIX

Note: Countermeasures may not apply to all modes, roadways, or crash severities. Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

COUNTERMEASURE SELECTION GUIDE (CONT.)



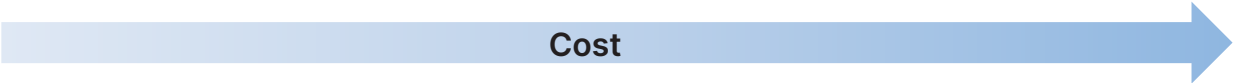
Note: Countermeasures may not apply to all modes, roadways, or crash severities. Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

COUNTERMEASURE SELECTION GUIDE (PEDESTRIAN AND BIKE FOCUSED)

Low Cost/ Unknown Impact • Audible push button upgrade extend time push-button • Prohibit right-turn-on-red • Prohibit turns during pedestrian phase • Shorten cycle length • Advance stop bar • Advance yield markings • Pavement speed legends • Time-based turn restriction • Upgrade intersection pavement markings • Wayfinding • Co-locate bus stops and pedestrian crossings • High-visibility crosswalk • Restripe crosswalk • Centerline hardening • Enhanced daylighting/slow turn wedge • Gateway treatments • Paint and plastic median • Partial closure/diverter • Straighten crosswalk • Lane narrowing • Far-side bus stop • Extend green time for bikes • Bicycles may use full lane sign • Mixing zone • Parking buffer • Two-stage turn queue bike box • Bike box	Medium Cost/ Unknown Impact • Pedestrian detection • Signal interconnectivity and coordination/green wave • Signal preemption • Flashing beacon as advance warning • Floating transit island • Curb extensions • Widen sidewalk • Crosswalk density • Chicane • Landscape buffer • Speed sensitive rest on red • Upgrade lighting to LED • Bike detection	High Cost/ Unknown Impact • Separate right-turn phasing • Shared use path • Close slip lane • Intersection reconstruction and tightening • Protected intersection • Raised intersection
---	---	---

APPENDIX



Note: Countermeasures may not apply to all modes, roadways, or crash severities. Countermeasures may apply to more crash types.

* FHWA Proven Safety Countermeasure

TRANSPORTATION ANALYSIS

OVERVIEW

Existing transportation conditions were documented throughout Pensacola and provided a foundation for understanding the needs and possible improvements for the CRA planning process.

Documenting the existing transportation conditions included three main categories:

- Roadway Characteristics (e.g., street type, character, and dimensions);
- Mobility Characteristics (e.g., pedestrian/bicycle facilities, and safety);
- Equity and Transportation (e.g., communities overburdened by lack of transportation investment).



Existing Transportation – Related Conditions and Planned Transportation Improvements

Technical Memorandum

*Community Redevelopment Agency Plan Update for
Westside, Urban Core, and Eastside
October 8, 2024*

APPENDIX

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1 Introduction and Project Purpose

The Pensacola Community Redevelopment Agency (CRA) is updating all three CRA district plans after more than 15 years. The CRA districts are comprised of the Westside, the Eastside, and the Urban Core. Each of the districts have distinct characteristics pertaining to transportation. The existing conditions highlighted in this report are based on city data, previous studies, current programs, site and desktop observations, and community input. Understanding the existing conditions provides the basis to develop near-, medium-, and long-term recommendations to improve mobility and accessibility of all the residents within the area.

Documenting the existing transportation conditions includes three main categories:

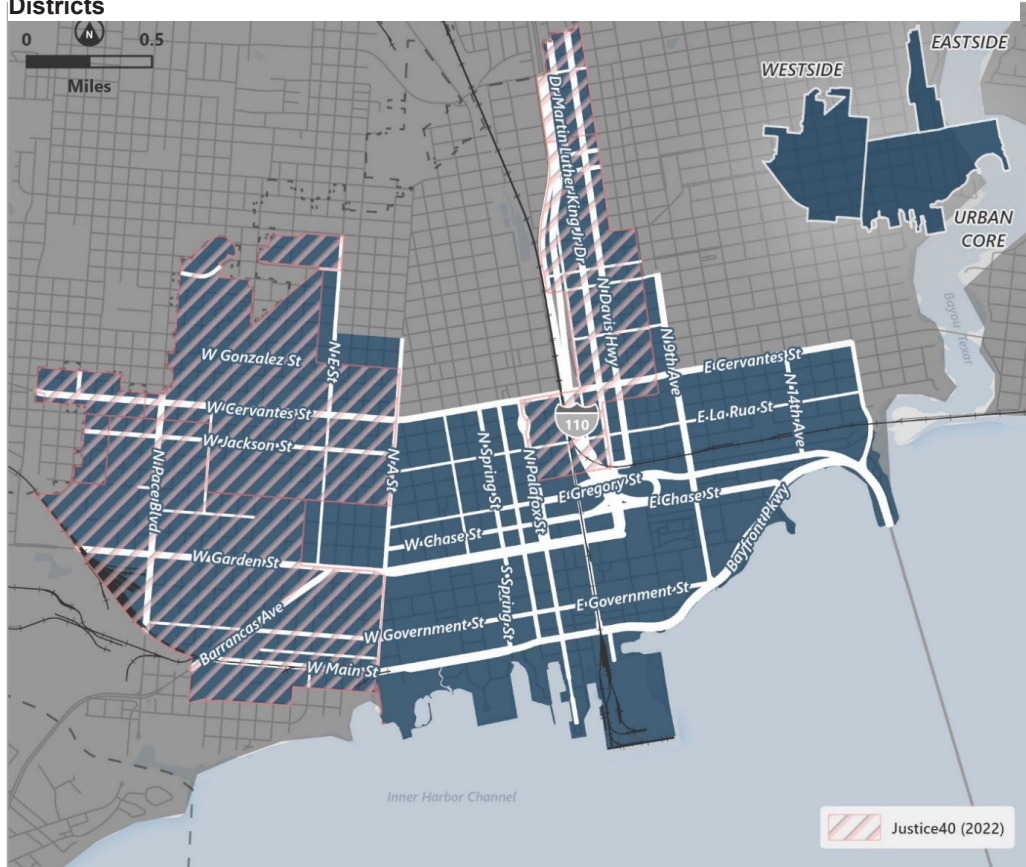
- Roadway Characteristics (e.g., street type, character, and dimensions)
- Mobility Characteristics (e.g., pedestrian/bicycle facilities, and safety)
- Equity and Transportation (e.g., communities overburdened by lack of transportation investment)

The CRA Districts, along with the United States Department of Transportation (USDOT) Disadvantaged Community boundaries,¹ and major roadways² are shown in **Figure 1**.

¹ The USDOT Disadvantage Communities are defined as those communities that have a higher burden of underinvestment in transportation, in the following five components: Transportation Insecurity, Climate and Disaster Risk Burden, Environmental Burden, Health Vulnerability, and Social Vulnerability.

² Major roadways are defined as those that have interstate, arterial, or collector functional classification by the Florida Department of Transportation (FDOT).

Figure 1 Major Roadways and USDOT Disadvantaged Community Boundaries in CRA Districts





2 Roadway Characteristics

Roadway Characteristics include all the ways in which one understands a street or road. These characteristics include looking at the type or function of the road, the physical attributes of the road (speed, width, how many lanes, type of connectivity or network) and neighborhood character surrounding the road.

2.1 Street Types and Networks

There are three major roadway types that make up the street network within the CRA districts. These major roadways are defined by FDOT and further qualified in the City of Pensacola 2023 Active Transportation Plan (ATP) as shown in **Figure 2**:

Figure 2 Roadway Functional Classification

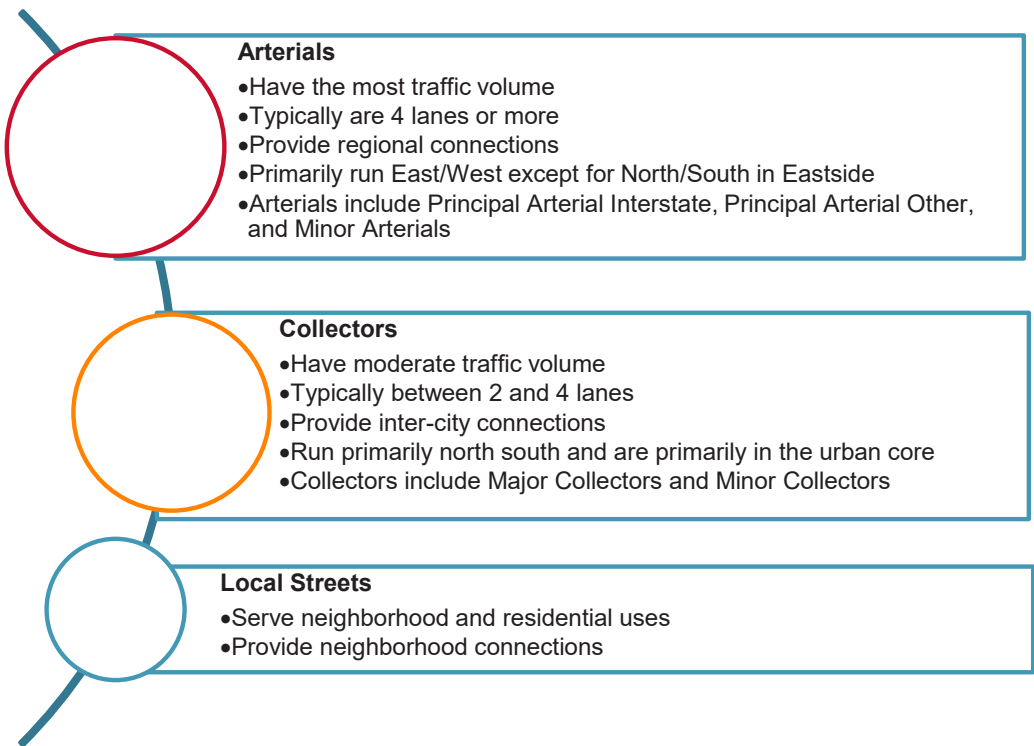


Figure 3 FDOT Roadway Functional Classification Location





WESTSIDE

Arterials

The location of the arterial roadways split the Westside district into five pockets which lack connectivity and are spaces where vehicles are given priority over pedestrians. As regional connectors, these high traffic volume roadways are very wide and support development patterns that do not foster a sense of place; rather it is a place to simply move through as quickly as possible. Such conditions make it extremely difficult for the neighborhood residents of Sanders Beach, Tanyard, and Westside Garden District to have easy access to amenities within and outside of the district.

Westside district has five roadways identified as arterial:

- W Cervantes Street
- N Pace Boulevard
- W Garden Street
- W Main Street
- Barrancas Avenue

Figure 4 Westside – Arterial Road



Figure 5 Westside – Arterial Road

Barrancas Avenue – Looking North
Source: HDR



Figure 6 Westside – Arterial Road

W. Cervantes Street – Looking East
Source: HDR





Collectors

These roadways usually provide more connections via cross streets, may have on-street parking, typically have more continuous building frontage, and if not designed well can still present challenges for non-vehicular modes of transportation (pedestrian and cyclist). These challenges may be a relatively high traffic volume, excessive curb cuts, or lack of separated pedestrian and bike infrastructure.

Westside district has five roadways identified as collector:

- W Government Street
- W Jackson Street
- N T Street
- N E Street
- N A Street

Figure 7 Westside – Collector Road

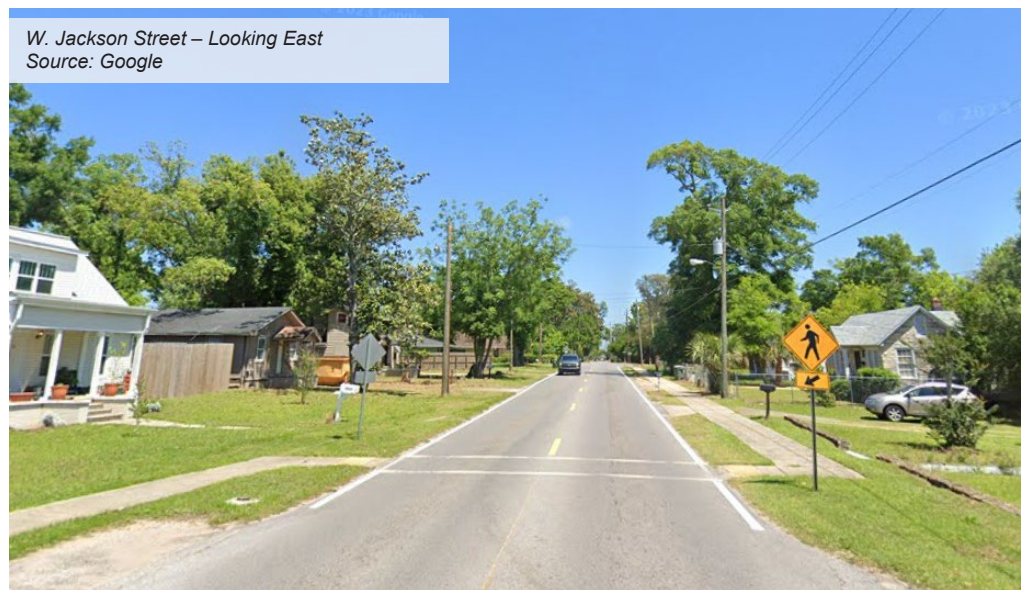


Figure 8 Westside – Collector Road

N E Street – Looking South
Source: Google





Local Roads

These roadways usually provide the most connections via cross streets, will have on-street parking (marked or unmarked), and typically will have numerous driveways given the prevalence of residential uses. FDOT's functional classification specifically identifies seven local roadways in the Westside District:

- W Gregory Street
- W Wright Street
- N L Street
- W Government Street
- W Zarragossa Street³
- S E Street and N E Street
- S A Street

Figure 9 Westside - Local Road



N E Street – Looking South
Source: Google

³ This street has different spellings in different locations including Zarragossa, and Zaragoza

Figure 10 Westside - Local Road

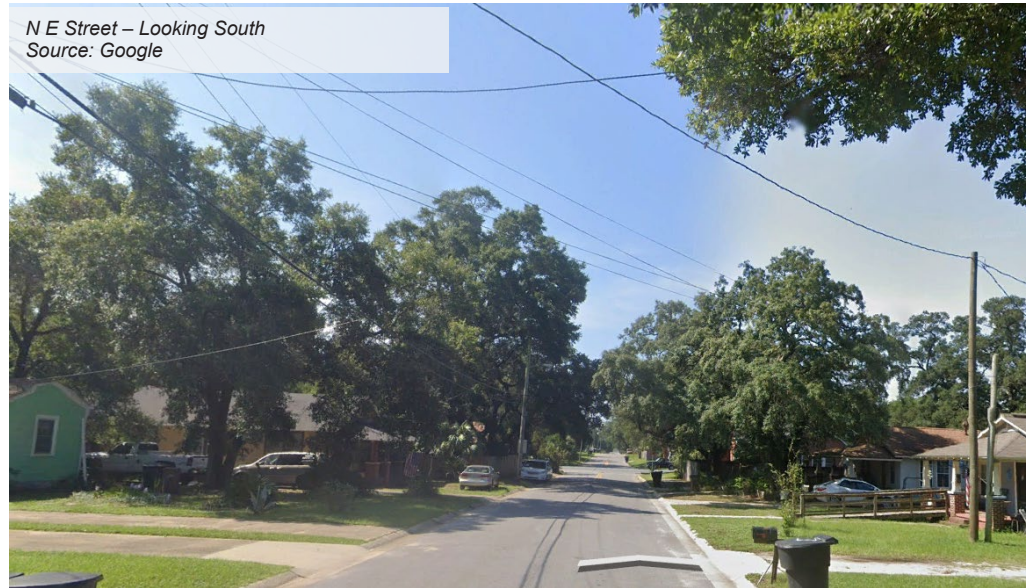


Figure 11 Westside - Local Road





URBAN CORE

Arterials

The location of these roadways create a core that is fragmented and become major barriers to the connectivity of the district with the eastern neighborhoods of Old East Hill and East Hill, as well as the Eastside district.

Urban Core district has eight roadways identified as arterial (some are shared with other districts):

- E and W Cervantes Street
- N 9th Ave
- E Gregory Street
- E Chase Street
- Bayfront Parkway
- E and W Garden Street
- N Palafox Street
- E and W Main Street

Figure 12 Urban Core – Arterial Road



Figure 13 Urban Core – Arterial Road

E Chase Street – Looking East
Source: Google

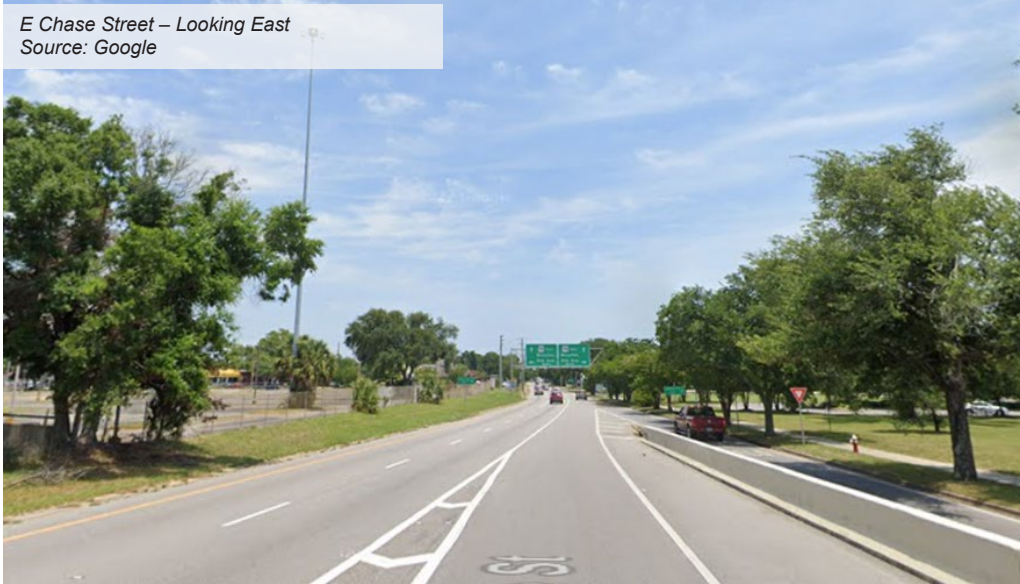


Figure 14 Urban Core – Arterial Road

N Palafox Street – Looking South
Source: Google





Collectors

These roadways are primarily north/south in direction and are generally in very close proximity to arterials and to each other. This condition creates an environment that prioritizes vehicles and places a high level of discomfort for all other modes of transportation. However, there are other areas throughout the district where collectors have been well designed and are providing environments for pedestrians to enjoy and feel comfortable walking, such as N Palafox Street seen in **Figure 15**.

Urban Core district has twelve roadways identified as collector (the most of any district):

- W Chase Street
- W Gregory Street
- N 14th Avenue
- N A Street
- W and E Government Street
- S and N Spring Street
- S and N Baylen Street
- Palafox Place
- S Tarragona Street
- N Palafox Street
- S Barracks Street
- S and N 9th Avenue

Figure 15 Urban Core – Collector Road

N Palafox Street – Looking North
Source: Google

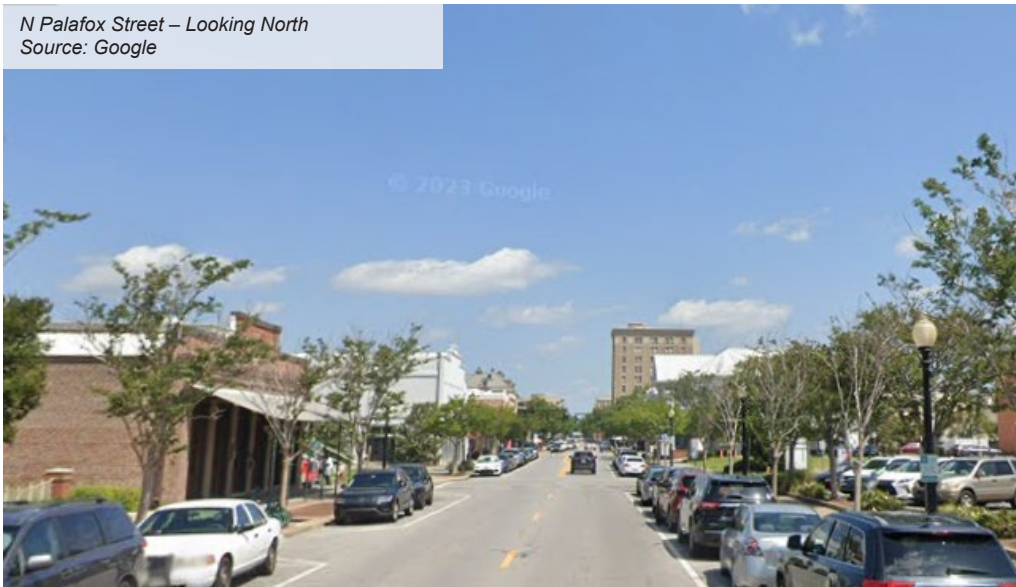
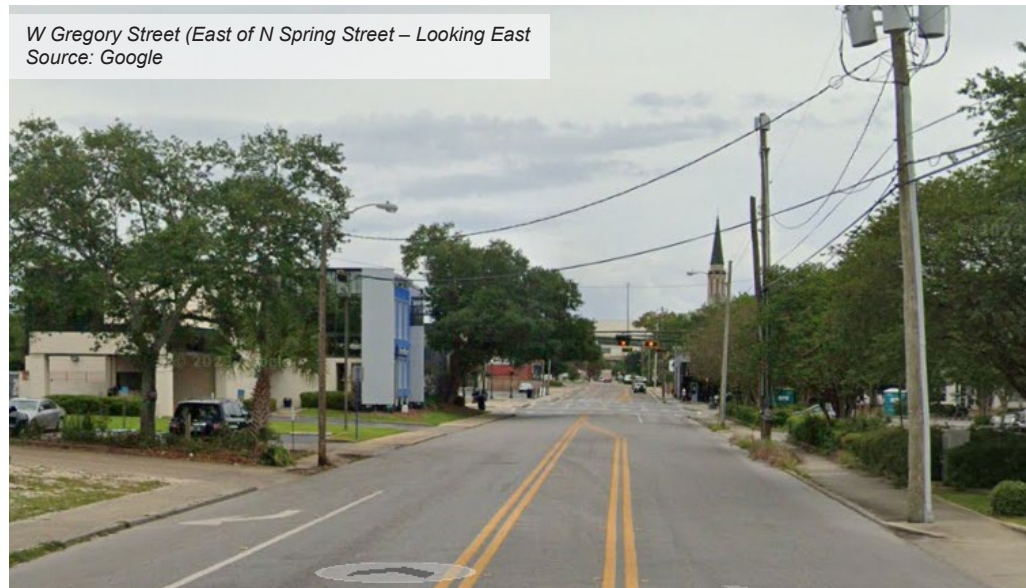


Figure 16 Urban Core – Collector Road



Figure 17 Urban Core – Collector Road





Local Roads

These roadways usually provide the most connections, will have on-street parking (marked or unmarked), and will typically have numerous driveways given the prevalence of residential uses. These roadways provide for neighborhood trips and become the prevalent roadway type that defines walkability by way of block spacing. FDOT's functional classification specifically identifies four local roadways in the Urban Core district:

- S Palafox Street
- W Gregory Street (west of N Spring Street)
- S and N Baylen Street
- Palafox Place

Figure 18 Urban Core – Local Road



EASTSIDE

Arterials

The location of these roadways along with the area and shape of the Eastside district creates an environment that is dominated by a high volume of traffic that is entering or leaving downtown, or connecting to the Interstate. Thus, the narrow sliver is divided into small blocks that are more like islands in a sea of traffic most likely going above the posted speed limit. Additionally, Dr. MLK, Jr. Drive and N Davis Highway are one-way couplets further amplifying a car-centered community and I-110 is an elevated highway that further separates and isolates the Eastside from the neighborhoods to the west and south. As an arterial along I-110, Dr. MLK, Jr. Drive is double the width of most other arterials to accommodate two single-direction southbound lanes and parking on both sides of the street. The lack of transition into areas that are primarily residential neighborhoods is very abrupt and reinforces the hierarchy of vehicles vs. pedestrians.

The Eastside district has five roadways identified as arterials:

- N. 9th Avenue
- N Davis Highway
- Dr. MLK, Jr. Drive
- I-110
- E Cervantes Street

Figure 19 Eastside – Arterial Road





Figure 20 Eastside – Arterial Road

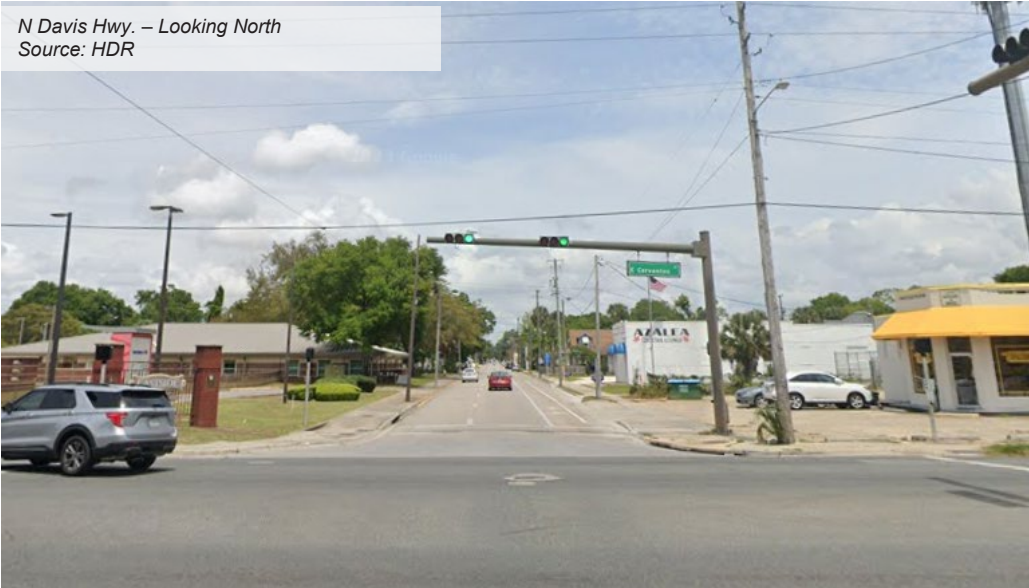


Figure 21 Eastside – Arterial Road



APPENDIX

Collectors

These roadways are primarily east/west direction and are in very close proximity to arterials and to each other. These are also one-way couplets.

Eastside district has only two roadways identified as collector (the least of any district):

- E Jordan Street
- E Maxwell Street

Figure 22 Eastside – Collector Road

E Jordan Street – Looking East
Source: Google

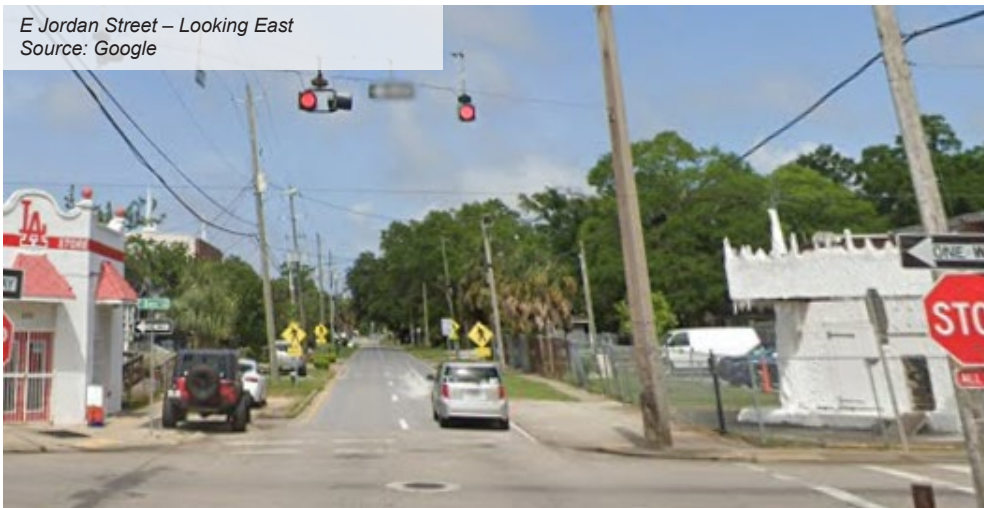


Figure 23 Eastside – Collector Road

E Maxwell Street – Looking West
Source: Google





Local Roads

These roadways in the Eastside district run east/west and do not offer on-street parking due to the width of the road. Residential land uses dominate the frontage along the road. FDOT's functional classification specifically identifies five local roadways in the Eastside district:

- E Gonzalez Street
- E Lee Street
- E Blount Street
- N Hayne Street
- E Cross Street

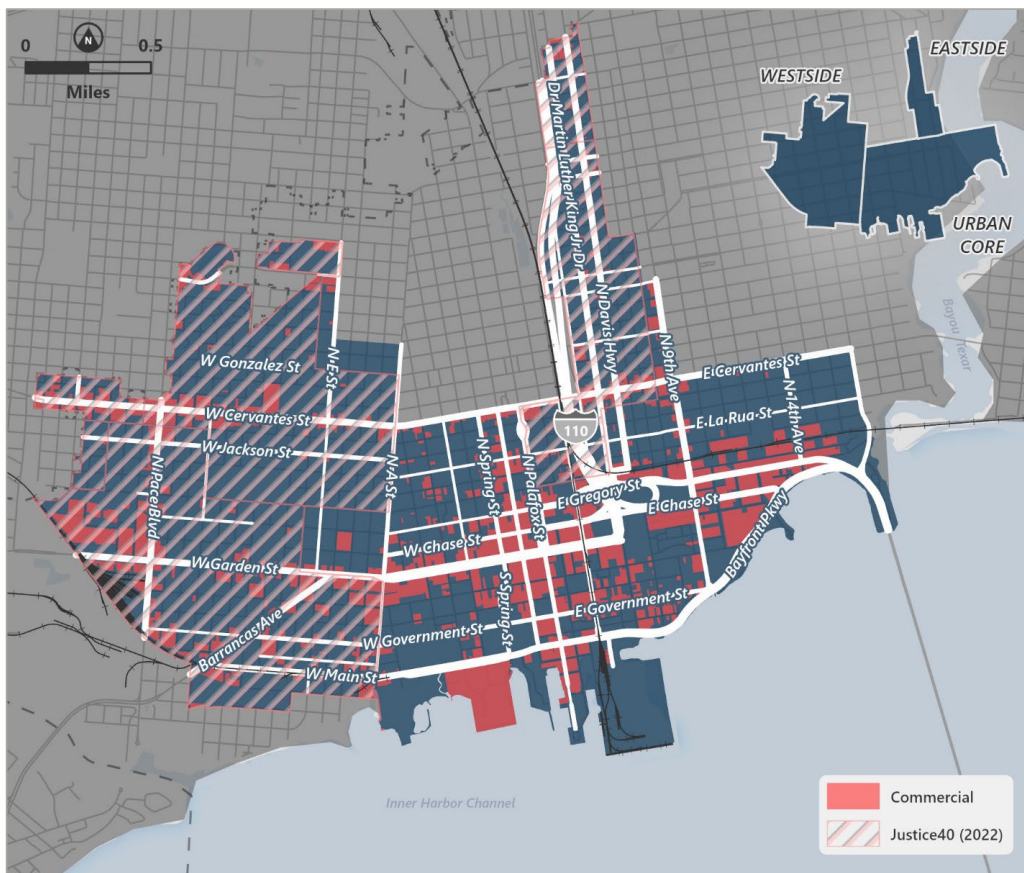
Figure 24 Eastside – Local Road



2.2 Land Use

Arterials, as regional connectors, are the primary frontage for commercial uses within the CRA districts. Arterials in the Eastside are, however, primarily fronted by residential and the interstate. These commercial corridors also have the highest level of traffic stress and highest number of crashes compared to other corridors. If commercial corridors are not pedestrian friendly, it is difficult for residents to have full access to these destinations without a car. During public workshops, many residents especially in the Westside voiced concerns over the inability to get to stores or other amenities as the development patterns are also car centered with drive-thrus and parking along street.

Figure 25 Commercial Corridors

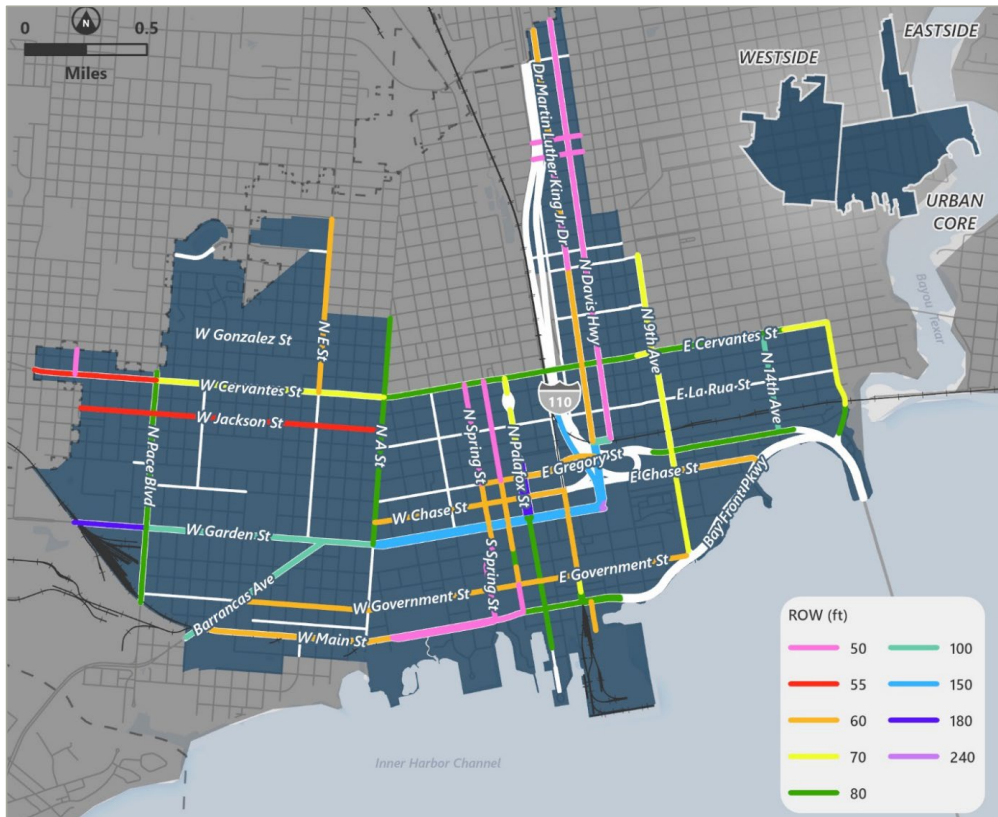




2.3 Street Widths and Medians

Roadway widths range between 50 - 180 feet throughout the districts, excluding the interstate, with most of the right-of-way dimension being between 50 and 60 feet. The roadways that are the least safe for pedestrians as well as cars typically have the widest dimensions. The common travel lane width throughout the study area is 12 feet.

Figure 26 Public Rights-of-Way



Additionally, a desktop review identified seven roadway segments with medians in the CRA districts. These street medians vary in width and as such have a varying impact on the character of the street:

- West Garden Street (US 98 from A Street to Alcaniz Street)
- West Main Street from S Clubbs Street to S Spring Street
- East Main Street from S Tarragona Street/Bayfront Parkway
- North Palafox Street from East Wright Street to West Garden Street
- North Palafox Street from W Gadsen Street to West Jackson Street
- East Wright Street from North Palafox Street to North 6th Avenue
- Bayfront Parkway

Figure 27 West Garden Street at A Street

Source: Google



Figure 28 Bayfront Parkway

Source: Google

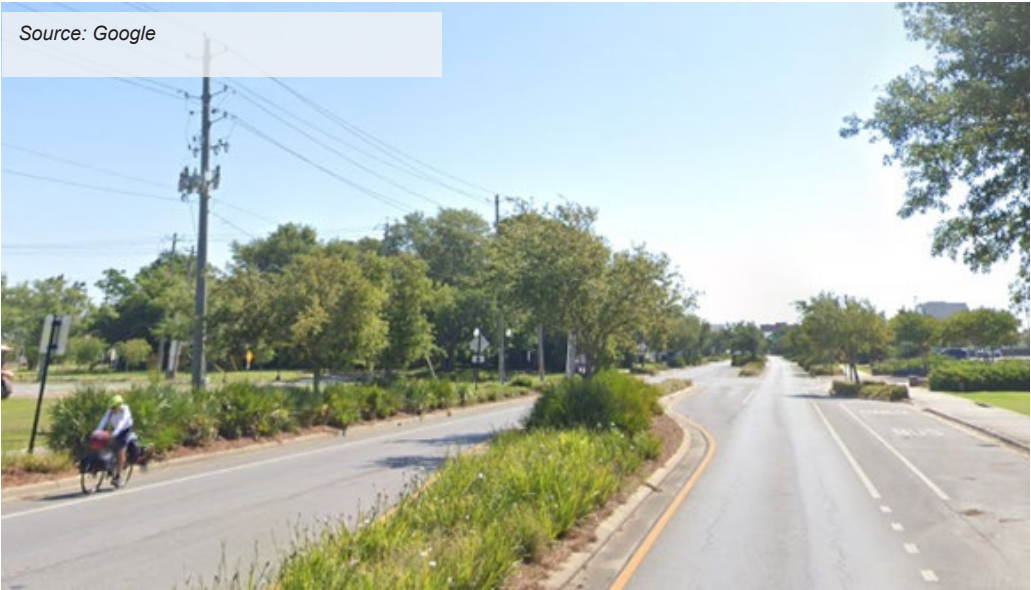




Figure 29 N Palafox Street



Figure 30 W Main Street



Intersections serve as the space that brings together all the various modes of transportation. Intersections need to be designed effectively and safely for the system to function properly. The Active Transportation Plan describes various intersections that need critical attention. The ATP identifies 10 high crash intersections in need of improvements to address unsafe conditions. Five of these intersections fall within the CRA districts.

Eastside

- MLK Drive and E Blount Street

- N Palafox Street and W Wright Street
- N 9th Avenue and E Gregory Street

This map illustrates the Urban Core of San Francisco, highlighting areas designated for Justice40 funding in 2022 and locations with high crash intersections. The map includes a scale bar (0 to 0.5 miles) and a north arrow. The Urban Core is defined by the Inner Harbor Channel to the west and the San Francisco Bay to the east. The map shows the following streets and intersections:

- Streets:** W Gonzalez St, W Cervantes St, W Jackson St, W Garden St, W Main St, W Government St, W Chase St, N Spring St, S Spring St, N Main St, N Davis Hwy, N 1st Ave, E Cervantes St, E La Rúa St, E Gregory St, E Chase St, E Government St, Boylston Ave.
- High Crash Intersections (marked with red crosses):**
 - W Main St & N Main St
 - W Garden St & N Main St
 - W Jackson St & N Main St
 - W Cervantes St & N Main St
 - W Gonzalez St & N Main St
 - W Government St & N Main St
 - W Chase St & N Main St
 - W Main St & N Spring St
 - W Main St & S Spring St
 - W Main St & N Davis Hwy
 - W Main St & N 1st Ave
 - W Main St & E Cervantes St
 - W Main St & E La Rúa St
 - W Main St & E Gregory St
 - W Main St & E Chase St
 - W Main St & E Government St
 - W Main St & Boylston Ave
- Justice40 (2022) Areas (shaded in light blue):**
 - Area bounded by W Main St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Garden St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Jackson St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Cervantes St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Gonzalez St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Government St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Chase St, N Main St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Main St, N Spring St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Main St, S Spring St, N Davis Hwy, and N 1st Ave.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and E Cervantes St.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and E La Rúa St.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and E Gregory St.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and E Chase St.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and E Government St.
 - Area bounded by W Main St, N Davis Hwy, N 1st Ave, and Boylston Ave.



Figure 32 Barrancas Avenue and W Main Street



Figure 33 Barrancas Avenue and W Garden Street



Figure 34 Dr MLK, Jr. Drive and E Blount Street



Figure 35 N Palafox Street and W Wright Street

Source: Google

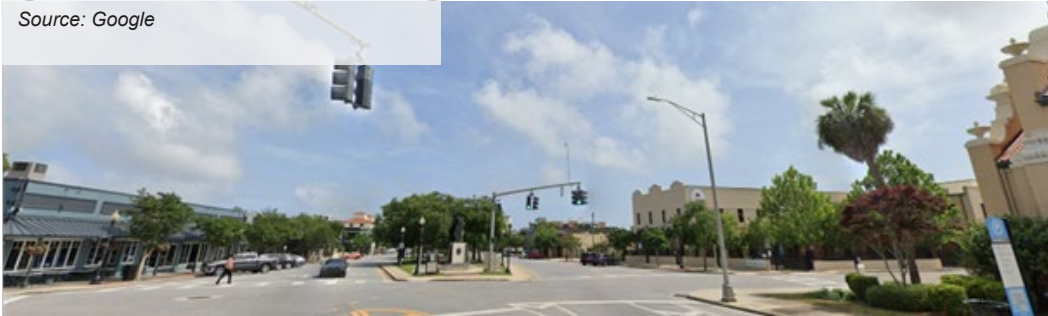


Figure 36 N 9th Avenue and E Gregory Street

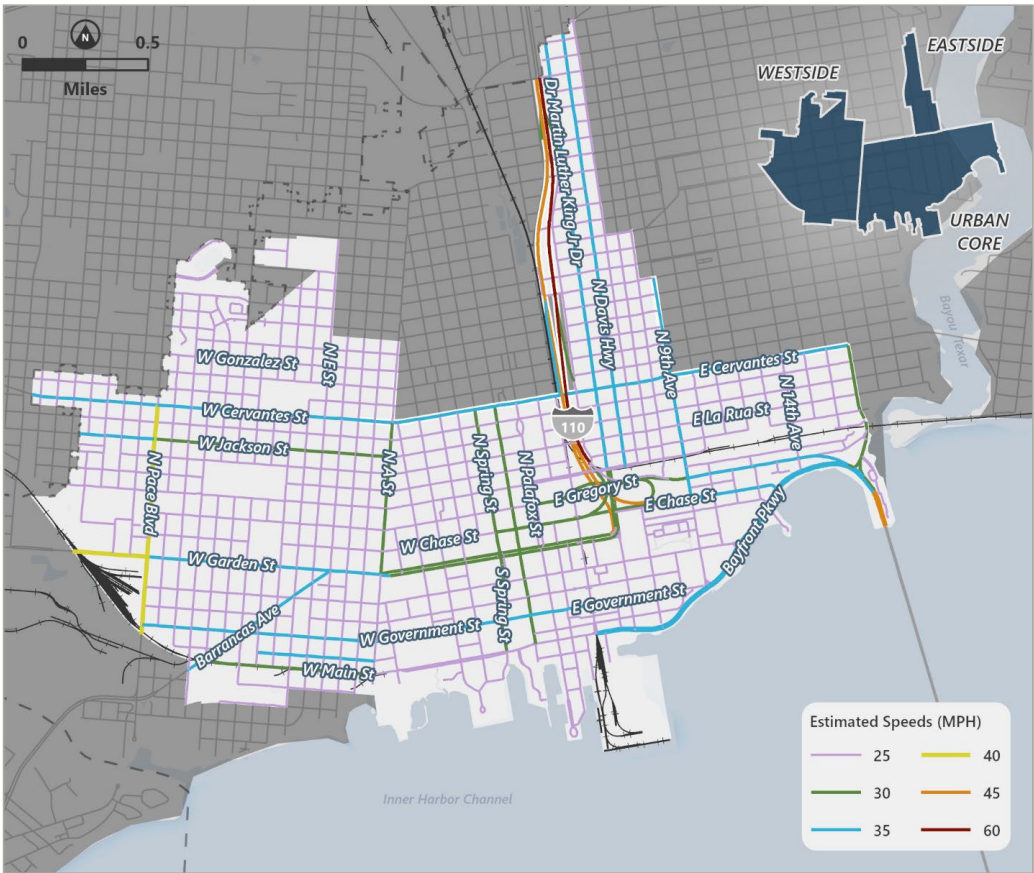
Source: Google



2.5 Posted Speed Limits

Speed plays an instrumental role in crashes including cause and severity of injuries. Speed influences a driver’s cone of vision, stopping distance, and crash risk. The higher the speed, the smaller the driver’s cone of vision is, stopping distance is increased, and the risk of a crash is increased. The posted speed limits within the CRA districts vary from 25 miles per hour (mph) to 40 mph on urban streets and between 45 mph and 60 mph when I-110 is included along with its ramps.

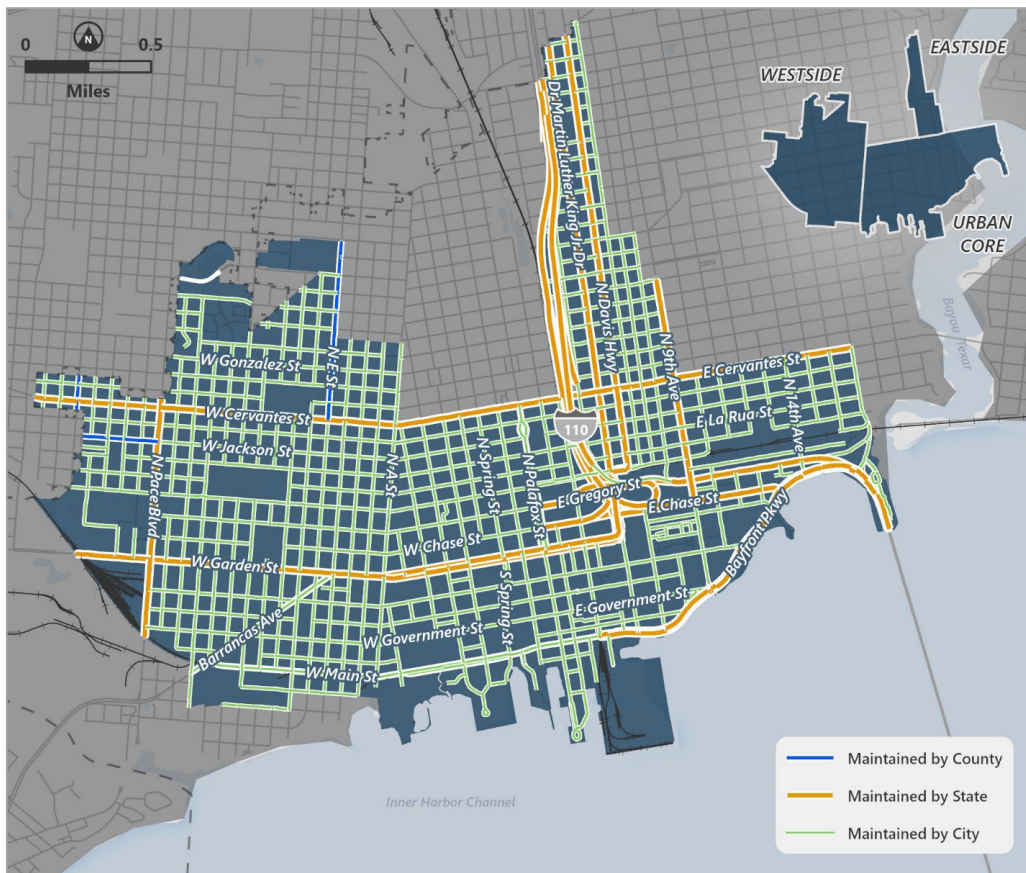
Figure 37 Posted Speed Limits



2.6 Roadway Maintenance

The entity responsible for road maintenance is a key stakeholder when it comes to supporting and implementing improvements. **Figure 38** illustrates the maintenance of the roads within the CRA district.

Figure 38 Roadway Maintenance



The summary of miles of roadways and the agency responsible for maintenance is as follows:

- 1.1 miles of roadways are identified as maintained by county of which are all in the Westside district. This represents 33% of all county roads in the city.
- 21 miles of roadways are identified as maintained by the state. This represents 39% of all state roads in the city.
- 90 miles are considered local roads and are maintained by the City of Pensacola. This represents 27% of all city roads.



3 Mobility Characteristics

While walkability considers several factors such as intersection density, proximity to transit stops, employment mix, and employment and household mix,⁴ it has to include the infrastructure as well. A walkable city means providing a robust network of pedestrian and bicycle facilities that are designed to provide comfort and safety for all. There are many challenges with walkability across the three CRA districts. While the network of streets is predominately smaller to medium blocks, which makes walking easier, the lack of a sidewalk network, bike facility network, lack of crosswalks, and roadway dimensions makes mobility a top priority for residents.

3.1 Pedestrian and Bicycle Facilities

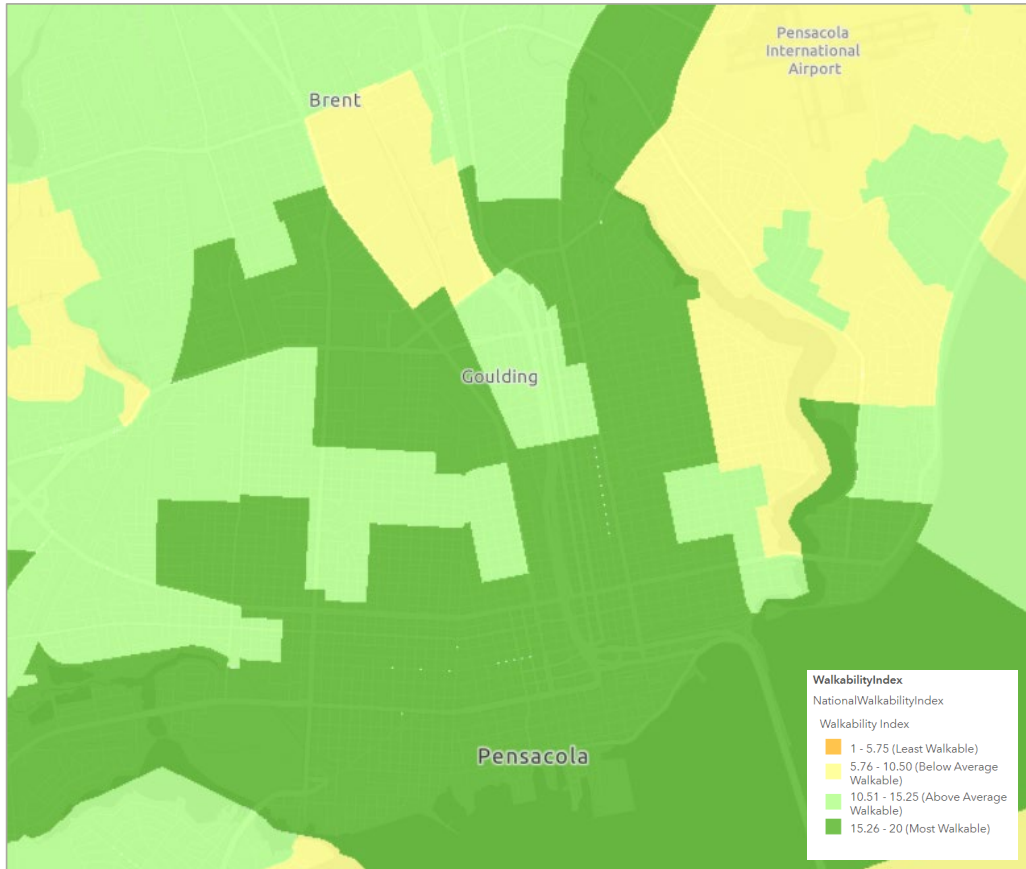
The three CRA districts have a total of 111.9 miles of sidewalks.⁵ Based on the Environmental Protection Agency's (EPA) National Walkability Index,⁶ the CRA districts have a score between 15.26 – 20 resulting in being in the most walkable category as shown in **Figure 39**. While the EPA's index tells one part of the story that measures the areas of probability of people walking as a mode of transportation based on three main factors: street intersection density, proximity to transit stops, and diversity of land-uses; the other part of the story is whether or not there are pedestrian facilities (sidewalks etc.).

⁴ EPA National Walkability Index

⁵ City of Pensacola Public Sidewalks layer.

⁶ [National Walkability Index \(arcgis.com\)](https://arcgis.com)

Figure 39 City of Pensacola EPA Walkability Index

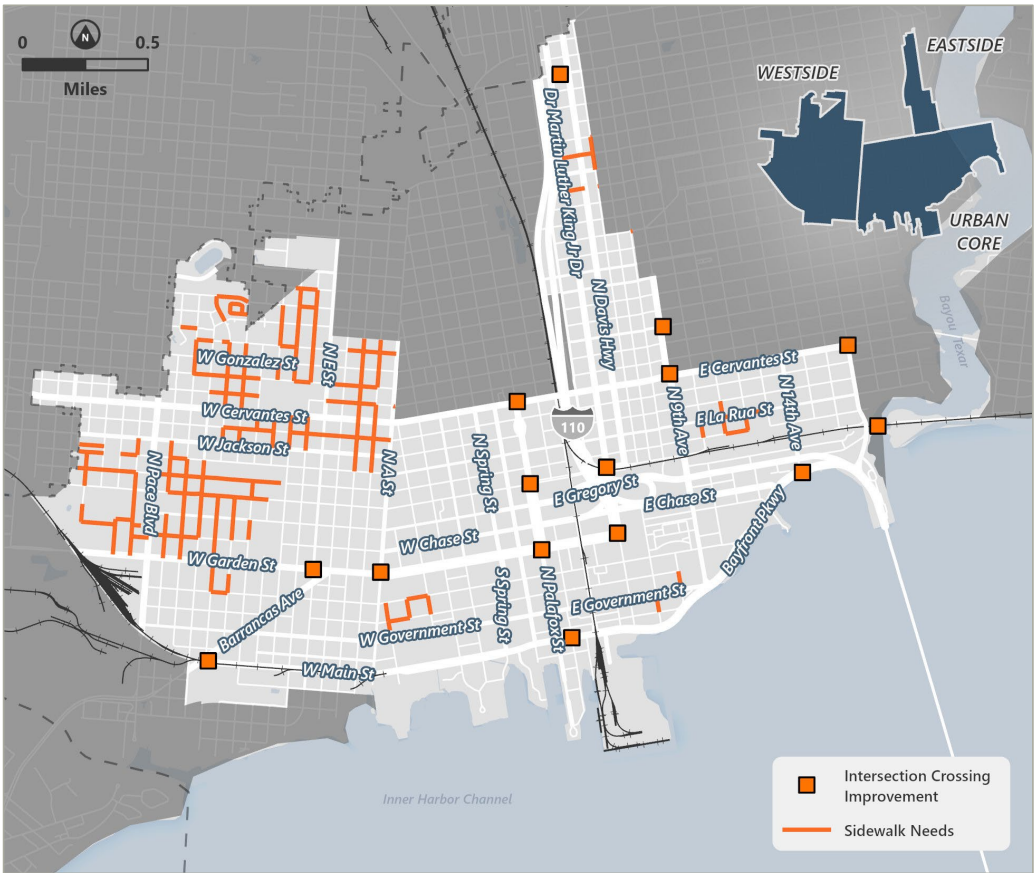


Source: EPA

SIDEWALKS

Based on the City of Pensacola’s data from 2018, the Urban Core has the most sidewalks at 64.1 miles; Eastside has 15.5 miles; Westside has the most miles at 32.3 but the least complete network of the three districts. The Active Transportation Plan (ATP) for the city identifies new sidewalk and intersection crossing needs as shown in **Figure 40**. ATP identified over 15 miles of sidewalk needs across the CRA districts representing 13.4% of the current network. This does not include sidewalks that are in need of repair. The Westside district has the most need for sidewalks, representing 83% of all sidewalk gaps.

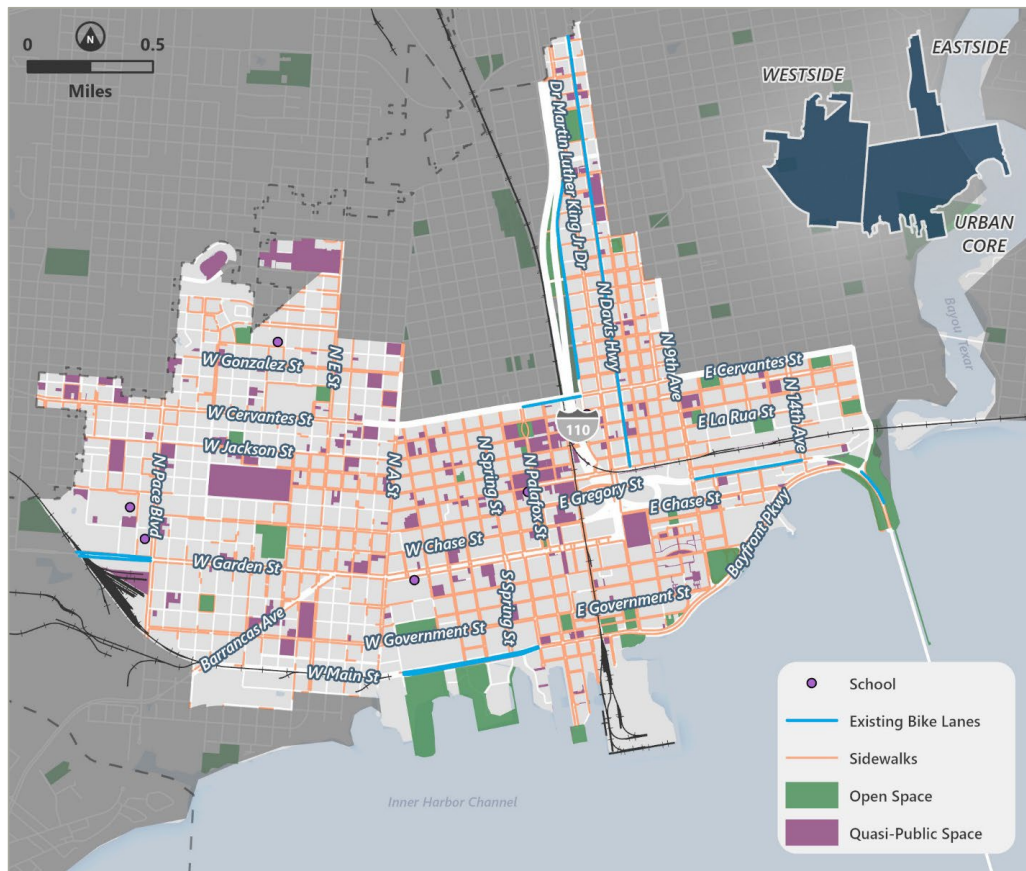
Figure 40 ATP New Sidewalk and Intersection Crossing Improvements



The city has established a sidewalk prioritization model which scores new sidewalk needs based on six criteria: safety, school proximity, new access, latent demand, connectivity, and existing demand. This is an important tool for making sure residents have mobility and access. High

priority improvement locations total approximately 16 miles. The Westside district accounts for 11.5 of those miles.⁷

Figure 41 Pedestrian and Bike Facilities



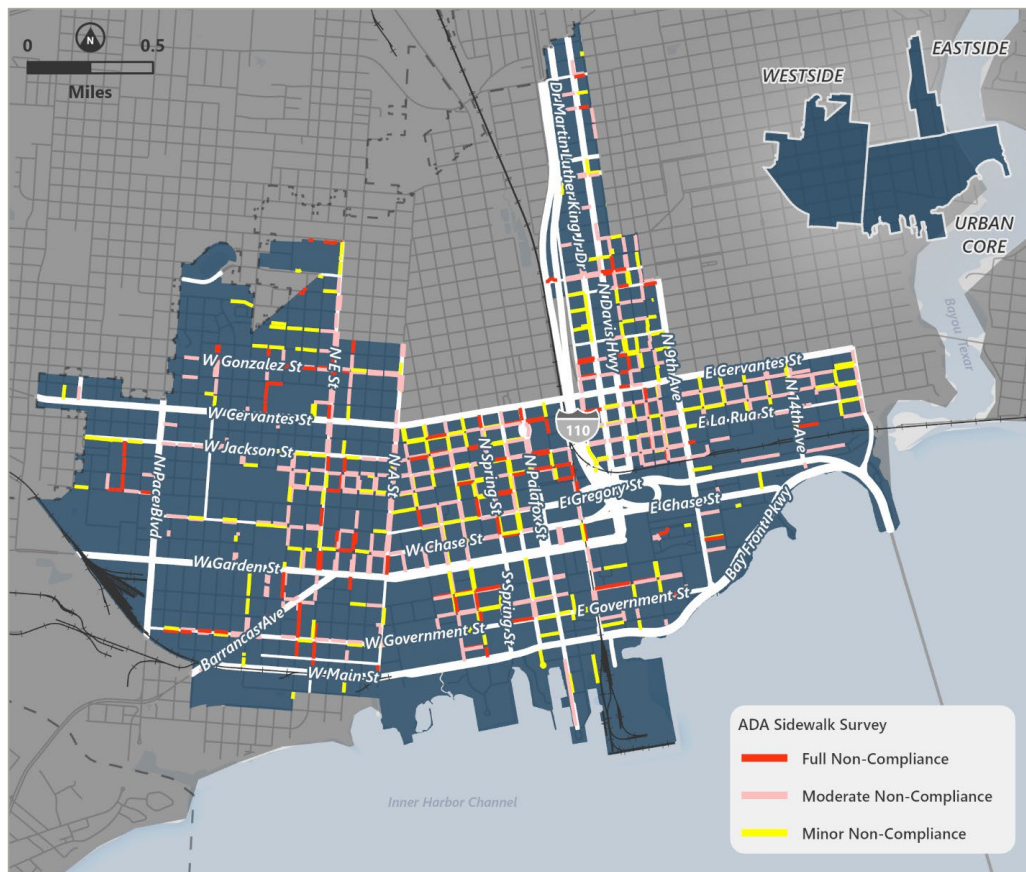
The city has also specifically assessed sidewalks under the requirements of Americans with Disabilities Act (ADA) which include curb ramps, obstacles, and hazards. The ADA of 1990 is a civil rights statute to provide persons with disabilities protections against discrimination in all areas of public life, including jobs, schools, transportation, and all public and private places as well as accessibility to those spaces that are open to the general public including the public rights-of-way.

The ADA sidewalk assessment data from 2020 shows that only a fraction of the existing sidewalks are fully ADA compliant with most being moderately non-compliant. The assessment includes sidewalk repairs, ADA ramps, and “fill in the gaps” or small new segments of sidewalk that are missing causing an ADA concern. The city allocates \$200K annually and the CRA allocates \$300K annually in the Urban Core district as part of the complete streets efforts that go towards mitigating

⁷ Based on City of Pensacola data from 2018.

these barriers. It is worth noting this does not reflect any mitigation efforts the city has completed in the past four years.

Figure 42 ADA Sidewalk Assessment - Compliance



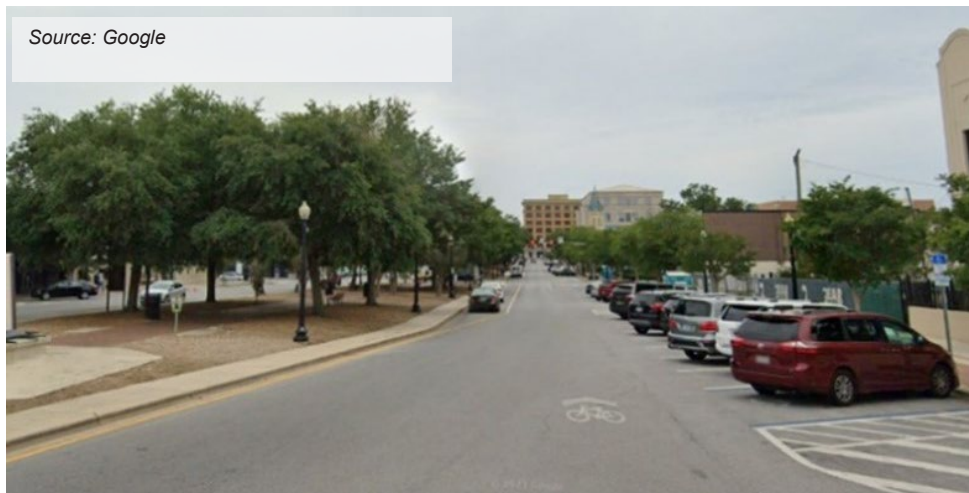
BIKE LANES

Bike lanes, where they exist may be confusing as at the intersection of N Palafox and Wright where the bike lane disappears across this major intersection and becomes a sharrow on the other side. The data received from the city is incomplete, showing only a few streets with bike lanes.

Figure 43 N Palafox Bike Lane



Figure 44 N Palafox Bike Sharrow



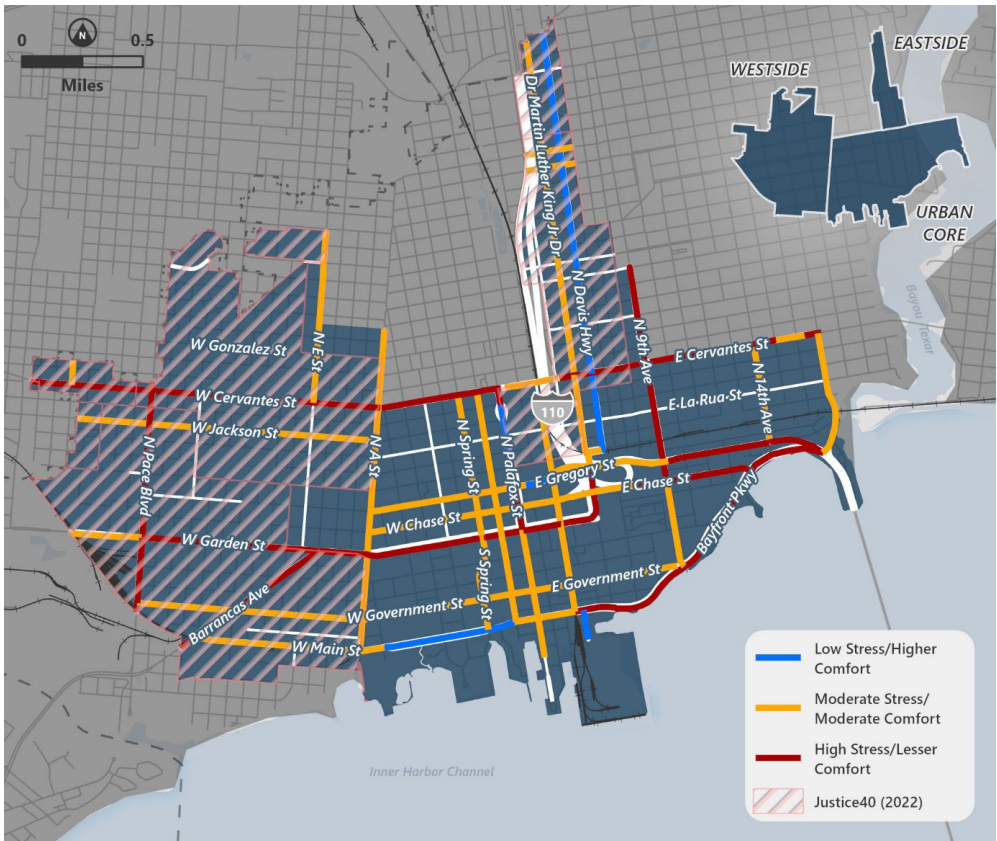


3.2 Level of Traffic Stress

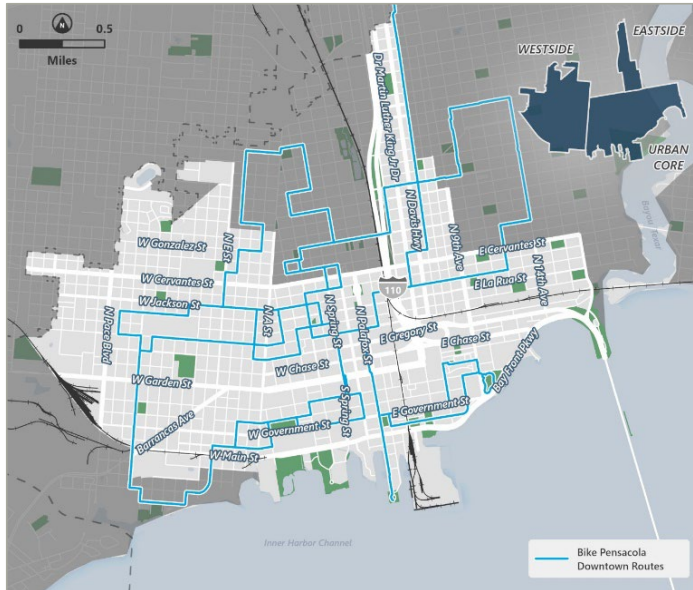
A level of traffic stress (LTS) analysis was conducted as part of the Active Transportation Plan. The LTS assesses the overall comfort level that pedestrians and cyclists have on streets. The LTS looks at the number of vehicles driving on a street per day, the posted speed, and whether bicycle infrastructure is available on major roadways.

The CRA districts have a significant amount of high and moderate stress roads. While the Urban Core shows the highest concentration of these roads, the Westside district is more impacted by them from a disadvantaged community perspective.

Figure 45 Level of Stress (ATP)



APPENDIX

Figure 46 Bike Pensacola Bike Routes

Bike Pensacola, a local bike advocacy group has published a few safe riding routes.⁸ Routes are established as a way to draw attention to the need for safe, connected and reliable bike infrastructure.

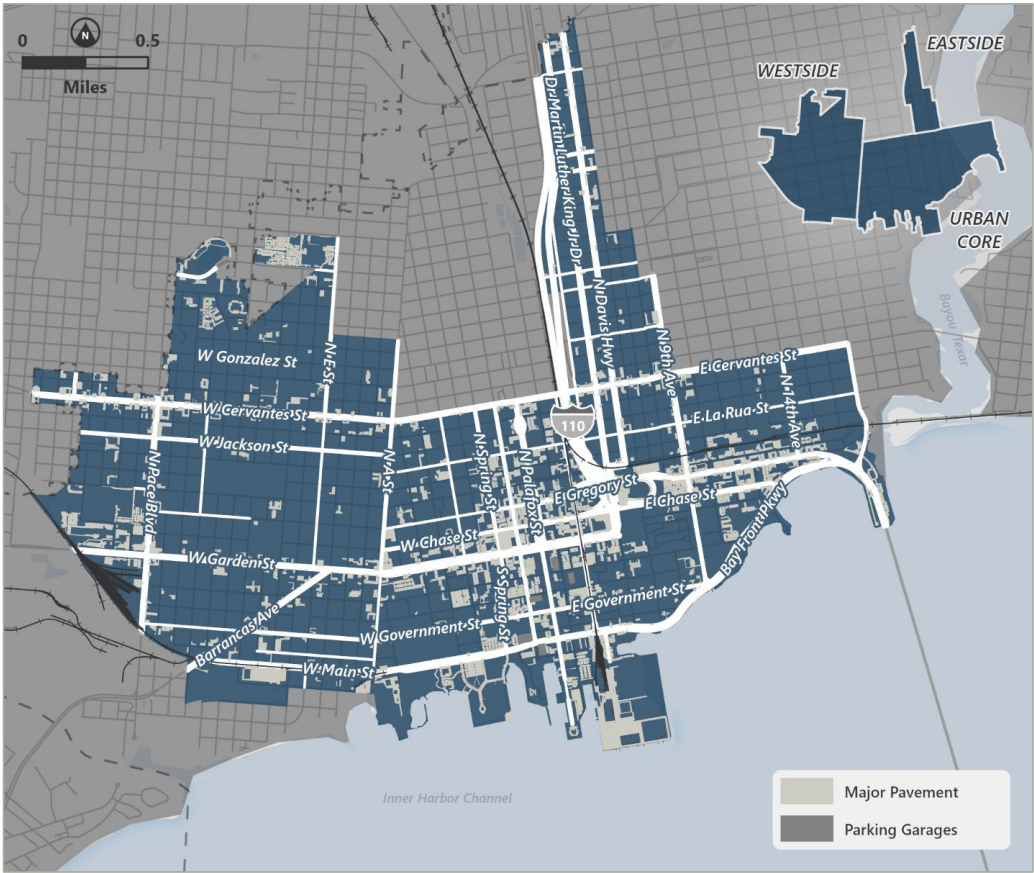
These makeshift routes avoid the roadways that have a high to moderate stress/comfort level.

3.3 Parking

Parking plays a major role in an area's mobility. It can be an asset if thoughtfully located as part of supporting local businesses or as part of meeting the needs of residents. But parking can be a liability when ineffective policies place a premium on parking demands and as a result the pedestrian fabric of a community is eroded. Parking minimums and location along street frontages creates areas that are hostile to pedestrians due to heat island effects due to large areas of asphalt and lack of trees, underutilized parcels, lack of street definition.

⁸ [Routes | Bike Pensacola](#)

Figure 47 Major Paved Areas and Garages



The Urban Core has 208 acres of surface parking within its district in addition to four garages. In the city’s 2016 Parking study, it was calculated that the Urban Core had a total of 20,853 spaces of which 4,413 spaces (21%) are on-street parking-both marked and unmarked spaces.

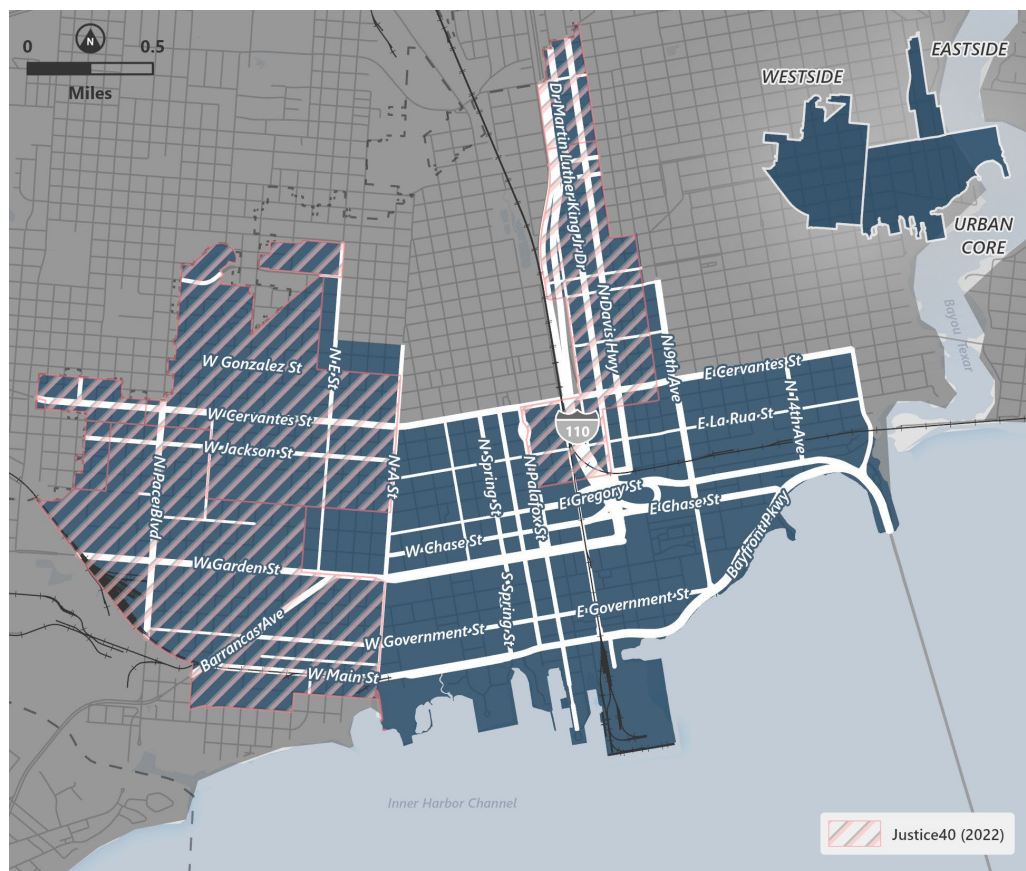


Crash data analyzed from 2019 - 2023 was provided by Signal 4 Analytics. The highest crash densities occur along the East/West corridors of W Cervantes St, portions of E Cervantes St, W Garden St, E Gregory St, and E Chase St. The highest numbers of fatalities and serious injuries occurring in disadvantaged communities.

4 Equity

The United States Department of Transportation, as part of the Justice40 initiative, defines Disadvantaged Communities as those that experience a cumulative burden or are underserved across eight categories: climate change, energy, health, housing, legacy pollution, transportation, water and wastewater, and workforce development. The Climate and Environmental Justice Screening Tool (CEJST) shows the composite scoring under these eight categories as shown on Figure 50.

Figure 50 Justice40 Disadvantaged Communities 2022



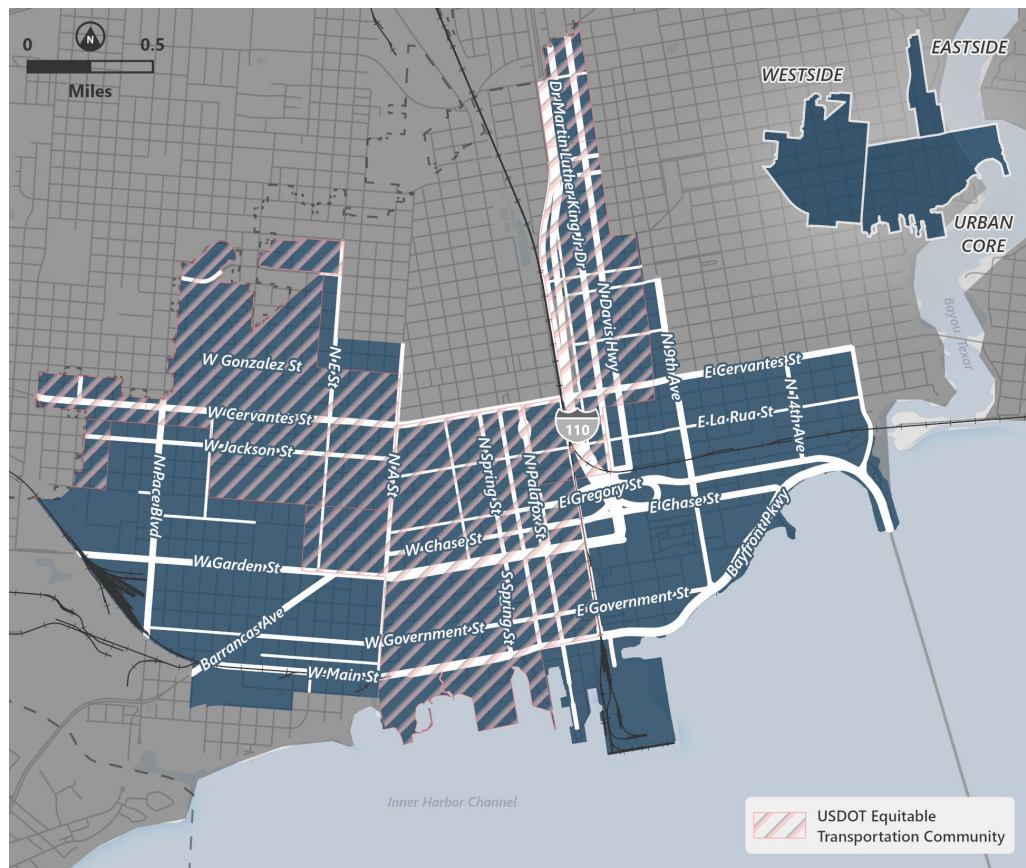


The USDOT Equitable Transportation Community (ETC) tool then filters out five of the eight categories for a more detailed understanding of the data as seen on **Figure 51** and listed below:

- Transportation Insecurity
- Health Vulnerability
- Environmental Burden
- Social Vulnerability
- Climate & Disaster Risk Burden

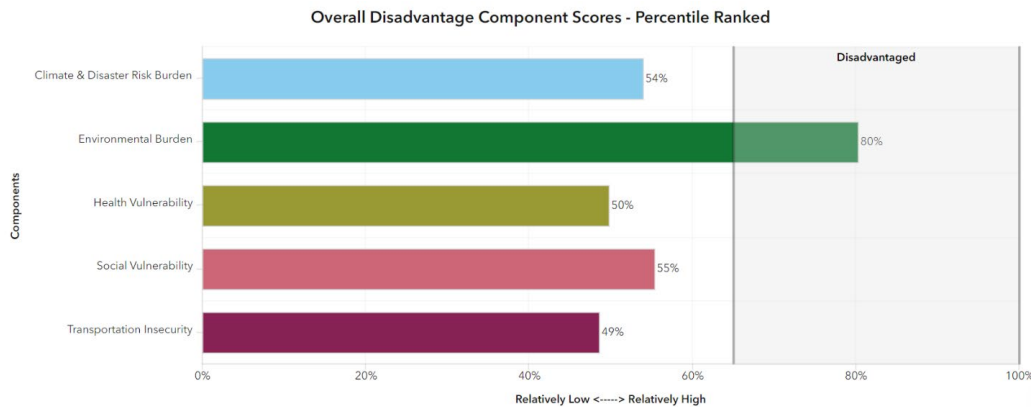
In this section, the disadvantage communities will be discussed in more specificity and will focus on the ETC data. It is worth noting, that for the purposes of applying for any USDOT Justice40 program the CEJST should be used as the primary tool to identify disadvantaged communities. The maps shown throughout the existing conditions analysis, where appropriate, are shown with the CEJST data as a layer.

Figure 51 ETC Disadvantaged Communities



The City of Pensacola's composite score ETC results based on State average shows the following breakdown across the five components:

Figure 52 City of Pensacola ETC Composite Scores State Percentile



Source: USDOT ETC

The City of Pensacola has 54% of census tracts considered to be disadvantaged communities based on composite scores across the five components.

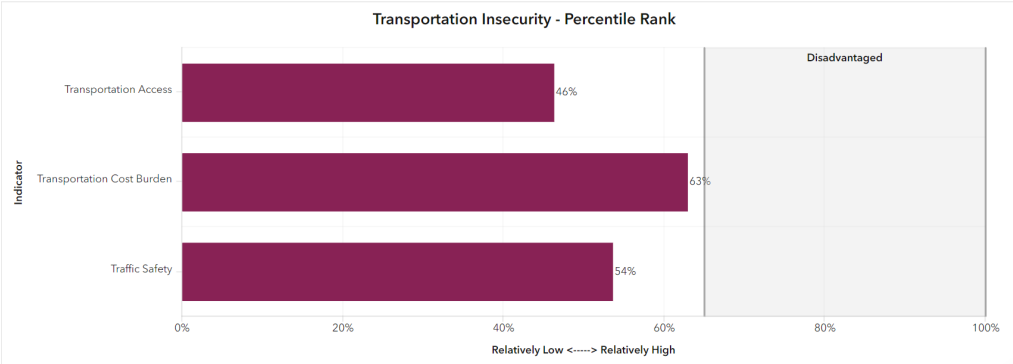
4.1 Transportation Insecurity

Under transportation insecurity there are three measures that determine a composite score for each indicator: Transportation Cost Burden, Transportation Access and Transportation Safety. USDOT states that "Transportation insecurity occurs when people are unable to get to where they need to go to meet the needs of their daily life regularly, reliably, and safely. Nationally, there are well-established policies and programs that aim to address food insecurity and housing insecurity, but not transportation insecurity. A growing body of research indicates that transportation insecurity is a significant factor in persistent poverty."⁹

⁹ [Three Major Components of DOT's Justice40 Initiative | US Department of Transportation](#)



Figure 53 City of Pensacola ETC Transportation Insecurity Percentile Rank



Source: USDOT ETC

For Transportation Insecurity while the city under this category does not reach the level of being disadvantaged, there are pockets of census tracts with high percentile rank indicators of transportation cost burden followed by traffic safety. Further breakdown shows tracks that include the Eastside District rank in the 99th percentile for transportation cost burden as compared to the 63% city percentile rank. Some of the Urban Core census tracts under overall disadvantage show 79th percentile rank for transportation cost burden and 75th percentile rank for traffic safety as compared to the 46% city percentile rank. Census tracts in some of the Westside district show the highest percentile of 99th and 96th percentile rank for transportation cost burden and traffic safety respectively as compared to the 54% city percentile rank.

4.2 Environmental Characteristics

Flood prone areas are a major concern and problem for residents across the CRA districts. Flooding has significant impact on daily life and economic prosperity. Stormwater flood-prone areas are primarily along major roadways in Westside and Urban Core while on the Eastside, flooding occurs primarily under I-110 as shown in **Figure 54**. Section 4.3 further discusses the impact of impervious areas on equity. A map showing the overlap that exists between major paved areas (surface parking) and the location of these flood-prone areas is shown in **Figure 55**.

Typical flooding issues in the CRA districts are caused by a variety of factors such as:

- Lack of storm drain infrastructure
- Undersized storm drain infrastructure
- Infrastructure which is damaged or has exceeded service life
- Quantity of impervious surfaces which were mostly constructed before formal state stormwater rules were in effect
- Tailwater elevation in areas within a few blocks of the waterfront
- Recent flooding/natural disasters and more intense rainfall events over the last two decades.

Figure 54 Flood-Prone Areas





4.3 Impervious Areas

One of the five components measured to understand equity in communities is Climate & Disaster Risk Burden. Under this component there are three indicators, one of which is impervious surfaces (from land cover). Per USDOT’s technical documentation for the Equitable Transportation Community (ETC), “impervious surfaces, such as roads and parking lots, can have a variety of negative consequences, especially in communities that are already disproportionately exposed to environmental burdens. These surfaces generate and amplify heat islands, resulting in poor air quality and an increased risk of heat-related illnesses and death.”

Based on the USDOT ETC data, census tracts that includes the Westside District show in the 77th percentile rank for impervious surfaces, Urban Core census tracts show it is in the 61st percentile rank, and Eastside census tracts show it is in 92nd percentile rank.

Parking being a major contributor to impervious areas, the breakdown of major paved areas (surface parking) is as follows:

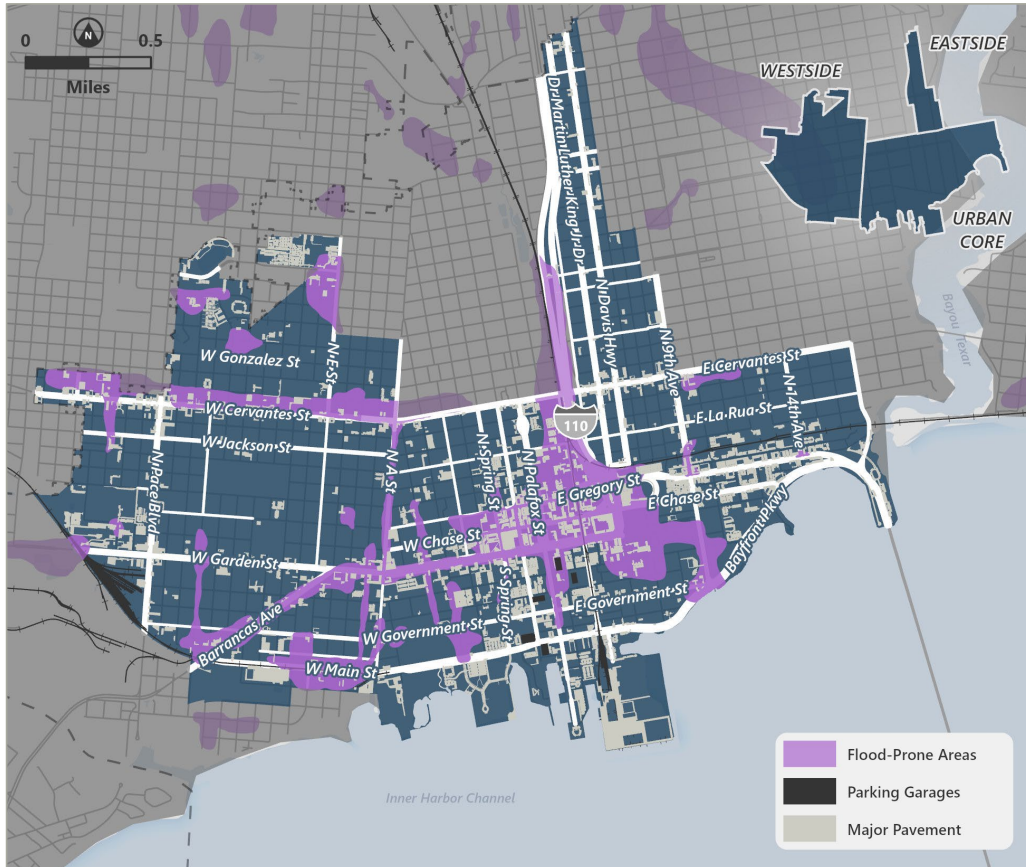
Across the three CRA districts, there are approximately 333 acres of major paved (surface parking) areas equivalent to approximately 711 areas, with an average size of .40 acres. Location of these areas are primarily along major commercial corridors and where flood-prone areas exist as seen in **Figure 55**.

Table 1. CRA District Major Paved Areas

CRA District	Number of Major Paved Areas	Acreage	Average size (acres)
Westside	254	110	.43
Eastside	57	15	.26
Urban Core	400	208	.52

APPENDIX

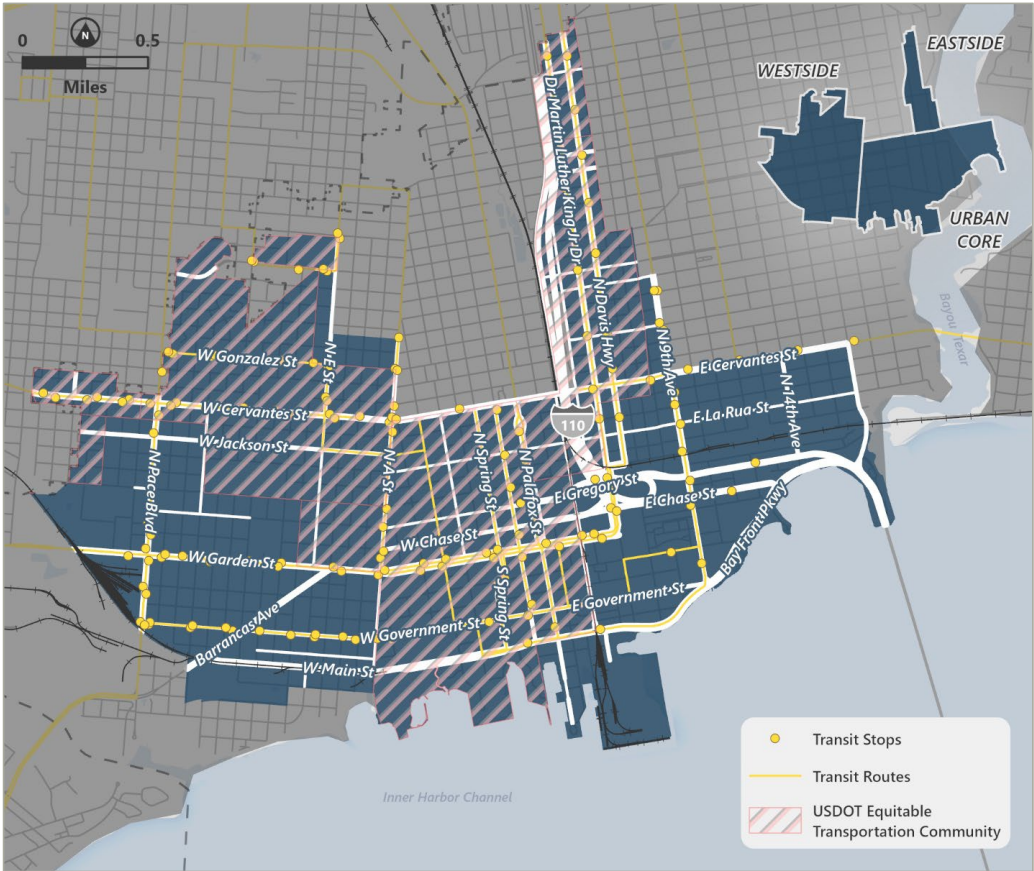
Figure 55 Flood-Prone Areas and Major Paved Areas



4.4 Transit

Escambia County runs the only transit service in the area. There are a total of six routes, most of which cover the urban core but provide less coverage in the Westside and Eastside.

Figure 56 USDOT Transportation Disadvantaged Communities and Transit



APPENDIX

5 Community Input

Below is a high-level summary of the input received from various public workshops. The community's experience regarding mobility and accessibility further supports the data analyzed and described in previous sections of this document.

Challenges

- Intersections are unsafe for bike/ped crossing
- Speeding vehicles
- Lack of maintenance on existing pedestrian flashing crosswalk lights
- Lack of pedestrian crosswalks
- Lack of maintenance on existing sidewalks
- Lack of sidewalks
- Lack of protected space or roadways that accommodate pedestrians and bicycles and connect them across all districts and neighborhoods
- Lack of places to walk to i.e., restaurants or stores (Westside)
- Flooding issues are a big challenge
- Many underutilized parking lots
- Vehicle dominated streets make pedestrians and bicyclist feel unsafe
- Roadways that are the most unsafe or are barriers in districts are State roads

Strengths

- New streetscape in South DeVillers
- Streetscape on Government Street
- Beach Trolley

Opportunities

- Pedestrian separated walkways/bridges to cross dangerous arterials
- Optimize the use of what has already been built
- Take inventory of unused or underutilized properties
- Expand Longhollow stormwater pond with under-utilized properties around it
- Create a Mobility Hub that better connects bus, micro transit, ferry, Historic District, Palafox, and commercial areas



6 Planned Transportation Improvements

Several roadways within the CRA districts were found to have improvements planned for the coming years or are currently undergoing improvements. The following section summarizes key documents listed in the Reference section.

6.1 City of Pensacola Capital Improvement Program

A capital improvement program (CIP) is the funding of construction, major repair, or purchase of capital items such as roadways, bridges, and buildings. This program is typically a five-year horizon of which the first year is the entity's capital budget. The capital budget is adopted and implemented. The CIP considers community needs, financial capability, and future needs in determining which projects are placed in the program. It is the most influential tool by which to shape the quality and types of projects a city undertakes. **Figure 57** is a map illustrating these improvements, as obtained from the city data at the time of this report. The projects shown are categorized by the current phase of the project. CRA projects are shown with an outline.

City Division	Project Type	Project Phase	Schedule Term
CRA	Hashtag Roadway Revitalization Project	Design	TBD
CRA	Bruce Beach Park Improvements - Phase 1	Complete	Complete
CRA	A Street Revitalization Project	Design	TBD
CRA	General Daniel "Chappie" James, Jr. Museum and Flight Academy - Phase II	Construction	TBD
CRA	DeVilliers Streetscape Revitalization - Phase 1	Complete	Summer 2021



City Division	Project Type	Project Phase	Schedule Term
CRA	DeVilliers Streetscape Revitalization - Phase 2	Complete	Summer 2021
CRA	Bruce Beach Park Improvements - Phase 2	Construction	Fall 2024
CRA	West Garden Street Landscape Beautification Project: A to C	Design	TBD
CRA	Alice Williams Rehabilitation Project	Planning	TBD
CRA	East Garden District Streetscape	Complete	Summer 2022
CRA	Reus St Revitalization Project Phase 1	Complete	Summer 2021
CRA	East Garden Street Landscape Beautification Project: Alcaniz to A	Complete	Summer 2022

6.2 Florida/Alabama Transportation Planning Organization Long Range Transportation Plan

The 2045 Long Range Transportation Plan (LRTP) for the Florida-Alabama Transportation Planning Organization (FL-AL TPO) outlines the 25-year vision for transportation in the region, which includes Escambia and Santa Rosa Counties in Florida, and Baldwin County in Alabama. The LRTP establishes goals and allocated projected revenues to transportation programs and projects. The plan addresses both the region’s current and future transportation needs.

The transportation projects in the plan are grouped into five key categories:

- **Capacity Projects:** Adding lanes and improving road capacity.
- **Complete Streets/ Corridor Projects:** Enhancing streets for all users
- **Intersection Projects:** Improving intersections for better traffic flow and safety.
- **Transit Projects:** Enhancing bus services and expanding transit infrastructure.
- **Bicycle/Pedestrian Projects:** Expanding bike lanes, sidewalks, and multi-use paths.

APPENDIX

The map displays the Inner Harbor Channel area, bounded by the San Francisco Bay to the east and the city grid to the west. Key streets shown include W Main St, W Government St, W Chase St, W Garden St, W Jackson St, W Cervantes St, W Gonzalez St, N Main St, N Spring St, N Pedlar St, N 9th Ave, N 10th Ave, E Government St, E Chase St, E La Rúa St, E Cervantes St, E Gregory St, and Bayfront Pkwy. The map is color-coded to show different types of transportation corridors and their funding status. A legend in the bottom right corner provides the following information:

- Cost Feasible - Funded**
 - Capacity: Solid green line
- Cost Feasible - Partially Funded**
 - Corridor / Complete Street: Dashed orange line
- Cost Feasible - Unfunded**
 - Corridor / Complete Street: Dashed pink line
 - Truck / Freight Parking / Access: Dashed purple line
 - Bicycle / Pedestrian: Dotted purple line
 - Transit: Solid pink line

Geographic labels include WESTSIDE, EASTSIDE, URBAN CORE, and Bayview Keyport. A scale bar at the top left indicates 0 to 0.5 miles, and a north arrow is also present.

Corridor	From	To	Project Description	Segment Length
Garden Street	W Street	Alcaniz Street	Corridor Management Plan/Complete Streets Study	2.45
14th Avenue	Cervantes Street	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.47
Gregory Street	I-110	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.81



Corridor	From	To	Project Description	Segment Length
Chase Street	I-110	Bayfront Parkway	Corridor Management Plan/Complete Streets Study	0.55
W. Lee St, N. G St, N. F St	E St, Blount, Blount	J St, Moreno, Moreno	West Moreno	1.72
West Cervantes	A St	Dominguez	Corridor Improvements	2.24
N. E Main St	Garden St	Cervantes St	Corridor Improvements	0.60
L St	West Cervantes	Legion Field Park	Corridor Improvements	0.42
W Gregory St	L St	Pace Blvd	Corridor Improvements	0.19
N. Spring St	Garden St	Main St (South Segment)	Corridor Improvements	0.97
N. Reus St	Cervantes St	Main St	Corridor Improvements	0.97
Palafox St	Fairfield, Cervantes, SB Hayne St, Maxwell, Guillemard St	Main, Yonge, Maxwell, Blunt, Wright St	Corridor Improvements	2.93
W Navy Blvd	Bayou Chico Bridge	SR 292/Barrancas Ave	Bike Lanes	1.74
Gregory St	L St	G St	Corridor Improvements	0.33
W. Main St	E St	Clubbs St	Corridor Improvements	0.36
N. E Main St	Main St	Garden St	Corridor Improvements	0.40
A St	Maxwell St	Main St	Corridor Improvements	1.94

6.3 Active Transportation Plan

The ATP was adopted by the City of Pensacola August 2023. The ATP prioritizes reducing traffic-related fatalities and injuries, endorsing a Vision Zero approach, which aims for zero fatalities.

The plan also emphasizes filling gaps in the transportation network, linking key destinations such as schools, parks, and commercial areas. The goal is to accommodate all community members, and encourage alternative transportation modes to car travel.

The ATP creates a Future Network framework that includes three categories of pedestrian and bicycle focused infrastructure:

- Neighborhood Greenways
- Bike Routes
- Trails

The future network design recommendations include using context-sensitive designs to make streets safer and more accessible based on their location (urban, suburban, etc.), using countermeasures to calm traffic and improve crossings and expand the bicycle network.

Table 4. ATP Future Network – CRA Districts

Project Name	Project Extents (TO)	Project Extents (FROM)	Project Type	CRA District
Dr Martin Luther King Jr Dr	E Jackson St	E Gonzalez St	Bicycle Route Tbd	Urban Core, Eastside
Dr Martin Luther King Jr Dr	E Gonzalez St	E Blount St	Bicycle Route Tbd	Eastside
N 17th Ave	E Maxwell St	Bayfront Pkwy	Bicycle Route Tbd	Urban Core
N Spring St	W Garden St	W Cervantes St	Neighborhood Greenway	Urban Core
W Gregory St	N A St	N Palafox St	Neighborhood Greenway	Urban Core, Westside
E Cross St	E Cross St	N 14th St	Neighborhood Greenway	Eastside
E Government St	S A St	S 9th Ave	Neighborhood Greenway	Urban Core, Westside
W Main St	S Glubbs St	S De Villiers St	Trail	Urban Core, Westside
S Spring St	W Main St	W Government St	Trail	Urban Core
E Blount St	N Guillemard St	N 9th Ave	Trail	Eastside
Burlington Northern Rail/Bill Gregory Park	N W St	Barrancas Ave	Trail	Westside



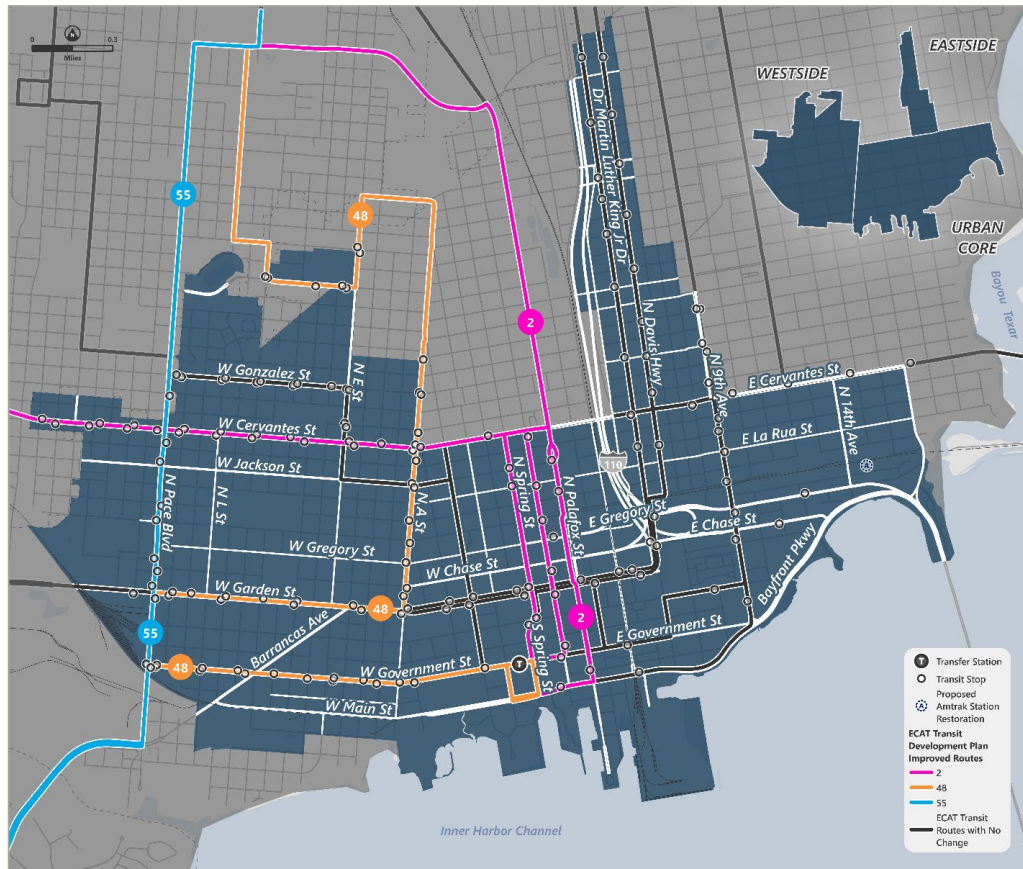
6.4 Escambia County Area Transit -Transit Development Plan (TDP), 2022 - 2031

The TDP is a 10-year planning document required by the Florida Department of Transportation (FDOT) to guide the development of transit systems. It covers the period from 2022 to 2031 and includes short-term and long-term strategies and goals for transit in Escambia County. ECAT serves an area of approximately 189 square miles, primarily within Escambia County, and includes connections to Santa Rosa County. The system operates over 1,000 stops with 285 miles of routes and serves more than 1.5 million annual passenger trips.

As part of the TDP, the Comprehensive Operations Analysis (COA) concluded that major changes to the system was needed to improve overall performance given that the population is expected to grow by 9.7% by 2030, with significant transit needs in urban areas. Major improvements include:

- Extended weekend services and extended hours
- Increased frequency on high demand routes, among them within the CRA boundaries are Routes 52 and 55 as shown in **Figure 60**
- Late night service
- Bus stop upgrades in high need areas
- Service to new areas with improved connectivity through enhanced first and last mile services or mobility on demand services which are nimbler and more flexible and provide greater coverage within districts

Figure 60 ECAT Proposed Improved Routes in CRA Districts



6.5 MLK and Davis Conversion Feasibility Study

The feasibility study analyzed the ability to convert MLK Drive/Alcaniz Street and Davis Highway from their current one-way pair configuration to two-way traffic. The purpose is to improve general safety and restore the neighborhood roadway network grid in the Eastside Community Redevelopment Area. Currently, SR 291 (Davis Highway northbound, MLK Drive/Alcaniz Street southbound) is configured as two one-way pairs over a 2.2-mile stretch between Fairfield Drive and E. Wright Street. Recommendations are summarized as follows:

- Southern Tie-in at Wright Street: Intersection improvements, including potential signalization and pedestrian enhancements, are recommended to address safety concerns.
- Cervantes Street and Texar Drive: Additional turn lanes and traffic management measures are proposed to improve traffic flow.



- Magee Field: Several pedestrian safety improvements, including raised crosswalks and speed advisories, are recommended around Magee Field.
- Speed Limit: A 30 mph speed limit is recommended throughout the corridor.
- Lighting and Sidewalks: Enhanced LED lighting and the completion of sidewalk gaps are suggested to improve safety, especially for pedestrians.
- Signal Modifications: Adjustments to traffic signals to accommodate two-way traffic are necessary, along with additional signage to discourage wrong-way travel if the conversion is not implemented.

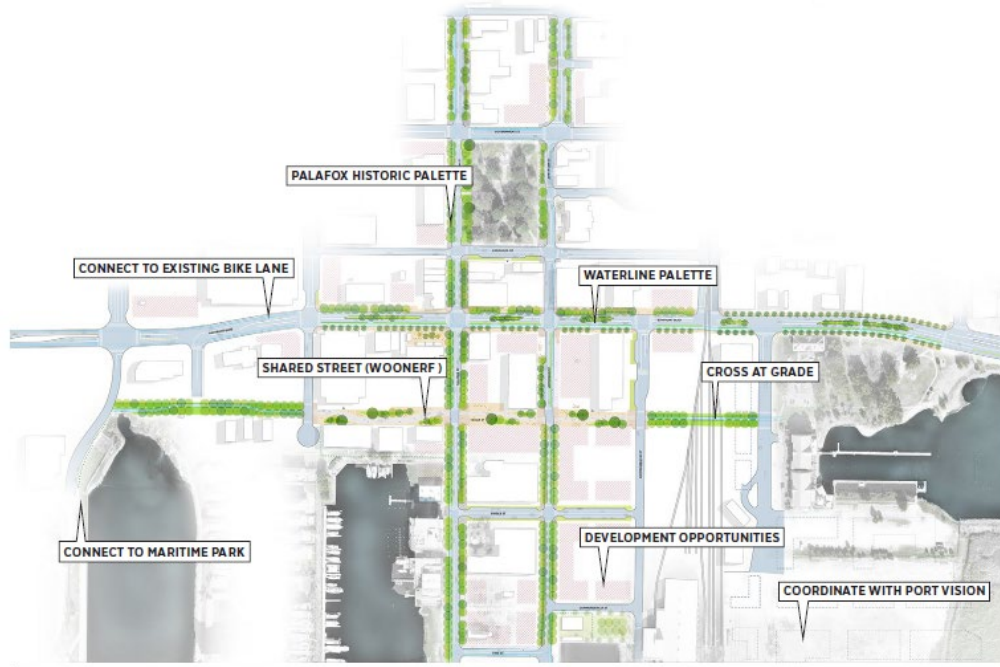
The study concluded that converting the corridors to two-way traffic with the proposed improvements would enhance safety and restore the neighborhood's roadway network.

6.6 Pensacola Waterfront Framework Plan

The framework plan focuses on creating Pensacola's downtown waterfront as a more inclusive, connected, and resilient space. The Plan identifies two key catalytic projects, Bruce Beach and the Hashtag Connector (**Figure 61**): The Hashtag Connector is focused linking four major streets—Palafox, Jefferson, Main, and Cedar. The goal is to focus on mobility and connectivity that will enhance the downtown and waterfront area by supporting a complete bike and pedestrian network and streetscape improvements. It is projected to be a three phase process with:

- Initial phase (0-3 years): Immediate projects focus on creating pop-up parks, minor streetscape improvements, and temporary installations that activate public spaces and draw people to the waterfront
- Intermediate Phase (3-8 years): More permanent infrastructure upgrades will be implemented, such as protected bike lanes, shared streets, and expanded public spaces
- Long-Term (8+ years): Major infrastructure and development projects

Figure 61 Waterfront Framework Plan - Hashtag Connector



Source: SCAPE



References

A review was completed to map any planned or programmed roadway improvements in the three districts. Sources consulted, but not an exhaustive list, includes the following:

- FL-AL Transportation Planning Organization (FL-AL TPO) 2045 Long-Range Transportation Plan [2045 LRTP](#)
 - FI-AL TPO Priorities DRAFT Transportation Project Priorities. [TPO Transportation Priorities FY2026-2030](#)
 - FL-AL TPO Bike Ped Plan [FL-AL TPO Bike/Ped Plan](#)
- FDOT Work Program FDOT OWPB - WP Reports; 5 Year Work Program (state.fl.us); Work Program - Current (arcgis.com)
- Cervantes Street Traffic Feasibility Study [West Cervantes Street Lane Reduction Traffic Feasibility Study 20190913.pdf \(ecrc.org\)](#)
- Davis / MLK / Alcaniz Two-Way Conversion Traffic Feasibility Study [MLK-Davis final report 06 19 20.pdf \(ecrc.org\)](#)
- W. Cervantes Corridor Plan [West Cervantes CMP FINAL.indd \(ecrc.org\)](#)
- E. Cervantes Corridor Plan [East Cervantes Corridor Management Plan Final.pdf \(ecrc.org\)](#)
- Main Street Corridor Plan [Main St Report_portrait_07172014.indd \(ecrc.org\)](#)
- N. Palafox Street Corridor Plan [North Palafox Street Corridor Management Plan Final Adopted.pdf \(ecrc.org\)](#)
- ECAT Transit Development Plan [Escambia County Area Transit \(ecrc.org\)](#)
- City of Pensacola Active Transportation Plan Active Transportation Plan | City of Pensacola. [Active Transportation Plan | City of Pensacola, Florida Official Website](#)
 - Gonzalez Street Shareway (as referenced in city's Active Transportation Plan)
- Reimagine Jackson Reimagine Jackson Street | City of Pensacola. [Reimagine Jackson Street | City of Pensacola, Florida Official Website](#)
- CRA projects| City of Pensacola. [CRA Projects | City of Pensacola, Florida Official Website](#)
- Transportation Alternative (TA) Projects:
 - E. Maxwell Street sidewalks [Pensacola - E Maxwell St Sidewalk TA Application.pdf \(ecrc.org\)](#)
 - N. J Street sidewalks [Pensacola - North J St Sidewalk TA Application.pdf \(ecrc.org\)](#)
 - Hollice T Williams Multi Use Path [Pensacola - TA Hollice T Williams MUP Phase 2 Application.pdf \(ecrc.org\)](#)



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: PROPOSED ORDINANCE 5-25 -- RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE EASTSIDE COMMUNITY REDEVELOPMENT AREA; APPROVING THE 2025 UPDATE TO THE EASTSIDE COMMUNITY REDEVELOPMENT PLAN; RATIFYING AND CONFIRMING PRIOR LEGISLATIVE ACTIONS OF THE CITY IN FURTHERANCE OF SUCH REDEVELOPMENT AREA

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Infill and Redevelopment Area" is a blighted area as therein described. In 2004, the City Council approved an "Eastside Neighborhood Plan" for an area located within the boundaries of the Urban Infill and Redevelopment Area (the "Eastside Redevelopment Area"). Resolution No. 41-05 adopted by the City Council on October 13, 2005, the City Council found and determined that the Eastside Redevelopment Area is a blighted area as therein described, that the rehabilitation, conservation and redevelopment, including the development of affordable housing for the purposes therein described, is necessary and that such area is appropriate for redevelopment projects.

Periodic updates to community redevelopment plans are a recommended best practice to ensure the plan and objectives set forth therein remain relevant, efficient, actionable and responsive to changing circumstances. In accordance therewith, the Agency caused the "Eastside CRA Plan Update (Spring 2025)" to serve as the Agency's community redevelopment plan for the Eastside Redevelopment Area and the guiding document for annual budgeting and focus of activity.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

No.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no new charges.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

65

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

This Ordinance does not change the amount of taxes paid by any property owner in the Eastside Redevelopment Area.



City of Pensacola

Eastside Redevelopment Board

SPECIAL MEETING

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

MINUTES

March 11, 2025, 3:30 PM

Whibbs Room, 1st floor

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

CALL TO ORDER

The Eastside Redevelopment Board (ERB) meeting was called to order by Chairperson Lane at 3:41 P.M

Members Present: Jennifer Brahier, Zachary Lane, Aretta Anderson

Members Absent: Tommy White

DETERMINATION OF QUORUM

A quorum was present at 3:41pm

ACTION ITEMS

1. 25-233 EASTSIDE 2025 REDEVELOPMENT PLAN UPDATE RECOMMENDATION

A motion to approve was made by Board Member Brahier and seconded by Board Member Anderson.

CRA Division Manager Victoria D'Angelo provided an introduction of the item. Megan O'Hara of Urban Design Associates provided an in-depth overview of the item. No further discussion by the board. Public speakers expressed concern about the low-barrier homeless shelter listed in the plan and the adoption of it. Requests for copies of the plan were made. CRA Division Manager Victoria D'Angelo advised that a hard copy may be obtained through a public records request, at the expense of the requestor and the plan is available online for free. The board voted and passed a recommendation to request from the CRA Board that the low-barrier homeless shelter be stricken from the plan.

Public Speakers:

Tony McCray
James Gulley
Jeannie Rhoden

The motion passed by the following vote:

Yes: 3 Jennifer Brahier, Zachary Lane, Aretta Anderson
No: 0 None

2. 25-207 FY2026 EASTSIDE PROJECT PRIORITIES

A motion to approve was made by Board Member Brahier and seconded by Board Member Anderson.

CRA Division Manager Victoria D'Angelo provided an overview of the item. The board discussed. Staff answered questions accordingly.

The following were removed from the project list as they are complete.

1. Chappie James Museum and Flight Academy
2. Skate Park

Top project priorities were identified.

1. Crystal Ice House
2. Hollice T. Williams Park
3. Residential Property Improvement Program
4. Gonzalez Street. Shareway

The motion passed by the following vote:

Yes: 3 Jennifer Brahier, Zachary Lane, Aretta Anderson
No: 0 None

BOARD MEMBER COMMENTS

Public Speakers:

Jeannie Rhoden
James Gulley

ADJOURNMENT

5:01 p.m.

PLEASE NOTE: One or more members of the City Council/Community Redevelopment Agency Board may be in attendance. The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs, and activities. Please call 850-436-5640 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the city time to provide the requested services.



MINUTES OF THE PLANNING BOARD

April 8, 2025

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Powell, Board Member Villegas, Board Member Grundhoefer

MEMBERS ABSENT: Board Member Van Hoose, Board Member Sampson

STAFF PRESENT: Planning & Zoning Manager Cannon
Assistant Planning & Zoning Manager Harding, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Development Services Coordinator Statler

OTHERS PRESENT: None

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 11, 2025
- **New Business:**
- Comprehensive Plan Conformity Review Chapter 163, Part III, F.S. – 2025 Amended and Restated Eastside Redevelopment Plan to Planning Board
- Comprehensive Plan Conformity Review Chapter 163, Part III, F.S. – 2025 Amended and Restated Urban Core Redevelopment Plan to Planning Board
- Comprehensive Plan Conformity Review Chapter 163, Part III, F.S. – 2025 Amended and Restated Westside Redevelopment Plan to Planning Board
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the March 11, 2025, minutes, seconded by Board Member Villegas, and it carried 5:0.

New Business –

CRA Division Manager D'Angelo presented the series proposed updated 2025, Redevelopment Plan. This will include the Eastside Plan, Westside Plan, and the Urban Core Plan. They have been gathering community engagement and support for doing major updates, which will replace the existing plan. The current Eastside Plan dates back to 2004. Based on Florida statutes, the state requires Planning Board to review the redevelopment plans for consistency with the City's comprehensive plan. Megan O'Hara, principal and partner at Urban Design Associates, presented a slide presentation showing the four-step process that started in April of 2024. The consultants listened to the needs of the community, tested ideas for future investments with residents and stakeholders, determined best solutions for Pensacola CRA areas, and are working towards adoption of the plan. There are categories within the plan that the recommendations fall under: Land Use, Zoning and Special Districts, Economic Development, Neighborhood Development, Housing, Transportation, Streets and Parking, and Open Spaces and Community Amenities. The slides showed examples of potential projects that achieve community goals by addressing all categories of recommendations. These projects show potential future visions that are subject to change. There were five projects highlighted in the Urban Core. Finally, the Westside, Barrancas Avenue, is an emerging district, and all the potential for development in the Westside. They reviewed chapters in the Comprehensive Plan for Land Use, transportation, housing, public facilities, coastal management, conservation and open spaces, government coordination, capital improvements and historic preservation. These items will go back before the CRA in May, which consists of members of the City Council, and then go before the City Council following that. The Eastside CRA will have to go to the City Council twice because it was adopted under ordinance. The Board members were shown a map so they could get a visual of where the Eastside CRA, Westside CRA, and the Urban Core CRA are located. These are visionary 15 year or so plans, no guarantee they will happen. There was a discussion on how projects are funded, a source called tax incremental financing (TIF). Each district has its own base year one, the year it was created. The incremental growth from the time it was created to now is considered the increment. The CRA gets ninety-five percent of that back every year to invest in projects. A new discussion began regarding potential CRA district boundary expansion. Board members appreciated some of the demonstration projects that included improvements for safe walking in the Eastside CRA and possible mixed-use development along Main Street. They further discussed the boundary expansion, Blount Street, and the CRA's role in Hollice Williams Park and its redevelopment. Another discussion ensued regarding the availability of TIF funds, areas that need improvement, but lack the means to do so, and what can be done to help them and prioritize them. The intention going forward is to update the CRA zones every five years.

For the Comprehensive Plan Conformity Review Per Chapter 163, Part III, F.S. – 2025 Amended and Restated Eastside Redevelopment Plan, Board Member Villagas made the motion to approve, seconded by Vice Chairperson Larson, and it carried 5:0.

For the Comprehensive Plan Conformity Review Per Chapter 163, Part III, F.S. – 2025 Amended and Restated Urban Core Redevelopment Plan, Vice Chairperson Larson made a motion to approve, seconded by Board Member Villegas and it carried 5:0.

For the Comprehensive Plan Conformity Review Per Chapter 163, Part III, F.S. – 2025 Amended and Restated Westside Redevelopment Plan, Board Member Powell made a motion to approve, seconded by Vice Chairperson Larson and it carried 5:0

Open Forum – none

Discussion

A discussion was held regarding the update to the Land Development Code. Staff have received the first draft of comments; they have about a month to respond. This first draft is based largely around the reorganization and consistency and clarification in the document. After staff respond with their answers, it will go back to Inspire. Once Inspire sends it back, there will be working sessions with staff in each department. There will be a second draft that will go to the next open house in September. They went of the timeline of when things will happen with this process. Inspire will be here in person for the workshops. The board asked about what has gone before City Council, and staff provided information on the recent Red Feather subdivision plat which was approved. There was also mention of the next One-Stop Development Review meeting to discuss permitting processes. Chairperson Ritz and Board Member Villegas stated that the city has a solid permitting process, it has substantially improved over the years. They appreciate the responsiveness of staff and how responsible they are, and the board thanked staff.

Adjournment – With no further business, the Board adjourned at 3:03 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-658

City Council

6/12/2025

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ADD-ON: PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION
ADMINISTRATION GRANT - TERMINAL MODERNIZATION AND EXPANSION

RECOMMENDATION:

That City Council approve the acceptance of the Federal Aviation Administration Airport Terminals Program ("ATP") Grant for Terminal Modernization and Expansion in the amount of \$4,000,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Pensacola International Airport submitted a grant application to the Federal Aviation Administration ("FAA") under the Bipartisan Infrastructure Law ("BIL"), Airport Terminal Program to help cover the costs of the Airport's Terminal Modernization and Expansion project. The grant is a competitive grant for airport terminal development projects that focus on addressing the aging infrastructure of the nation's airports and helps to build, modernize and upgrade airport facilities.

On June 10, 2025, the Airport received notification that the application in the amount of \$4,000,000 was approved for funding. The FAA anticipates the release of the grant agreement for signature this week and is requiring a two-week turnaround for signatures. To meet this expedited turnaround time, FAA has encouraged Airports to seek approval from their governing bodies prior to receipt of the grant agreement. To provide a level of assurance that funds are available, the FAA has supplied confirmation of support for this project through their Airport Terminal Program site.

Due to the current City Council meeting schedule and the quick turnaround between the time the grant agreement is received and when the City must return the signed grant agreement, staff is requesting City Council to consider this item as an add-on which will authorize the Mayor to accept and execute this grant.

PRIOR ACTION:

May 25, 2023 – City Council approved Resolution No. 2023-032 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

May 25, 2023 – City Council approved Supplemental Budget Resolution No. 2023-033 in the amount of \$2,000,000 for the Public Transportation Grant Agreement No. 452606-1-A801 with the Florida Department of Transportation for the design of the terminal expansion and renewal at the Airport.

July 20, 2023 – City Council awarded a contract to EXP U.S. Services, Inc. for professional engineering and architectural services related to passenger terminal facility expansion at the Airport requested through RFQ #23-016.

October 10, 2024 – City Council approved Resolution No. 2024-72 establishing the intent to City Council 3/13/2025 be reimbursed from proceeds of a future tax-exempt financing for the costs of the design and construction of the terminal expansion and renewal at the Airport in an amount not to exceed \$140 million.

February 13, 2025 – City Council approved Resolution No. 2025-4 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved Supplemental Budget Resolution No. 2025-5 in the amount of \$5,000,000 for the Public Transportation Grant Agreement No. 452606-2-94-01 with the Florida Department of Transportation for the design and construction of the terminal expansion and renewal at the Airport.

February 13, 2025 – City Council approved the selection of the underwriting syndicate for the Airport System Revenue Bonds, Series 2025 composed of Bank of America Securities, Inc. as the senior managing underwriter and PNC Capital Markets LLC and Raymond James &

Associates as co-managing underwriters.

March 13, 2025 – City Council approved the selection of Archer Western Construction, LLC (“Archer Western”) as the best and most qualified firm under City of Pensacola Request for Qualifications No. 25-004 for Professional Construction Management at Risk (CMAR) Services for the Terminal Building Expansion Project at Pensacola International Airport (the “RFQ”) and authorize the Mayor to negotiate a contract between the City and Archer Western to provide such services.

FUNDING:

Budget:	\$2,000,000	FDOT Grant 452606-1-SA801
	5,000,000	FDOT Grant 452606-1-SA801
	2,000,000	Airport Capital Funds
	4,000,000	FAA ATP Grant
	<u>100,000,000</u>	Airport System Revenue Bonds, Series 2025
	<u>\$113,000,000</u>	TOTAL
Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	5,000,000	Terminal Expansion and Renewal Design PH II
	2,000,000	Construction Manager Cost (Estimate)
	1,000,000	Pre-construction Cost (Estimate)
	<u>101,000,000</u>	Construction Cost Including Contingency (Estimate)
	<u>\$113,000,000</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds, local funds, and bonds.

As additional grants are received, construction costs will be adjusted to account for the increase in available funding. The Terminal Modernization and Expansion project will be broken down in such a way that, as grant funding materializes, additional elements of the project will be brought on board. The grant award for the FY 25 FAA Airport Terminal Program grant is \$4,000,000. Adoption of supplemental budget resolution 2025-23 will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. FAA Confirmation of Support

2. Supplemental Budget Resolution No. 2025-33
3. Supplemental Budget Explanation No. 2025-33

PRESENTATION: No

[Home](#)

Infrastructure Investment and Jobs Act - Airport Terminals Program



Through the Infrastructure Investment and Jobs Act, a total of **\$5 billion** has been allocated (**\$1 billion annually from 2022-2026**) to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation’s airports. These grants will fund safe, sustainable and accessible airport terminals, airport-owned airport traffic control towers, and on-airport rail and bus projects that improve multimodal connections.

For FY25, another \$1 billion has been made available for our nation's aging airport infrastructure. Here's how it's helping your community.

The fourth billion will fund projects across the country allowing airports to build, modernize and upgrade airport facilities; develop intermodal connections between the airport and other transportation modes to better serve our passengers and communities.

This interactive map shows how these funds are being invested.

Airport Terminals Program

Announced

2025\$4,000,000

Awarded Under Grant

2025



Small

Airport Size Indicators

Click to reset filters

FILTERS

FY Selection Year

2025

State

Florida

City

Pensacola

Airport

Pensacola International Airport

Airport ID

PNS

Criteria

(All)

Department Priorities

(None)

Other Major Category

Terminal

Status

Announced

☐ Show Cancelled

Airport Size

Small

Selected Filters
Fiscal Year: 2025
State: Florida
City: Pensacola
Airport: Pensacola International
Airport
Airport ID: PNS
Criteria: Multiple
Department Priorities:
Other Major Category: Terminal
Status: Announced
Airport Size: Small

For full details on the IIJA selected projects and funding amounts, please visit the [Infrastructure Investment and Jobs Act Airport Terminal Program grants file](#).

EXPAND ALL

COLLAPSE ALL

Frequently Asked Questions

Is my airport eligible for this program?



How to apply



Distribution of funds



When will I hear if I received a grant?



If I have questions, who do I contact?



Airport Terminal Program Resources

Notice of Intent to Fund – Project Selections



**RESOLUTION
NO. 2025-33**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	34,803,289
To:		
Reads	Federal Grants	38,803,289
As Reads	Capital Outlay	192,777,904
To:		
Reads	Capital Outlay	196,777,904

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA
JUNE 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - FAA GRANT - TAXIWAY A7 & A/B RECONFIGURATION - RES NO. 2025-33

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,000,000	Increase Appropriation for Federal Grants
Total Revenues	<u>4,000,000</u>	
Appropriations		
Capital Outlay	4,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>4,000,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 25-659

City Council

6/12/2025

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

ADD-ON: SUPPLEMENTAL BUDGET RESOLUTION NO. 2025-33 - PENSACOLA
INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT - TERMINAL
MODERNIZATION AND EXPANSION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2025-33.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE
DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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Actual:	\$4,000,000	Terminal Expansion and Renewal Design PH I
	5,000,000	Terminal Expansion and Renewal Design PH II
	2,000,000	Construction Manager Cost (Estimate)
	1,000,000	Pre-construction Cost (Estimate)
	<u>101,000,000</u>	Construction Cost Including Contingency (Estimate)
	<u>\$113,000,000</u>	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds, local funds, and bonds.

As additional grants are received, construction costs will be adjusted to account for the increase in available funding. The Terminal Modernization and Expansion project will be broken down in such a way that, as grant funding materializes, additional elements of the project will be brought on board. The grant award for the FY 25 FAA Airport Terminal Program grant is \$4,000,000. Adoption of supplemental budget resolution 2025-23 will appropriate funding for this grant.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Tim Kinsella, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2025-33

2. Supplemental Budget Explanation No. 2025-33
3. FAA Confirmation of Support

PRESENTATION: No

**RESOLUTION
NO. 2025-33**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. AIRPORT FUND

As Reads	Federal Grants	34,803,289
To:		
Reads	Federal Grants	38,803,289
As Reads	Capital Outlay	192,777,904
To:		
Reads	Capital Outlay	196,777,904

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

JUNE 2025 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - FAA GRANT - TAXIWAY A7 & A/B RECONFIGURATION - RES NO. 2025-33

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	4,000,000	Increase Appropriation for Federal Grants
Total Revenues	<u>4,000,000</u>	
Appropriations		
Capital Outlay	4,000,000	Increase appropriation for Capital Outlay
Total Appropriations	<u>4,000,000</u>	

[Home](#)

Infrastructure Investment and Jobs Act - Airport Terminals Program



Through the Infrastructure Investment and Jobs Act, a total of **\$5 billion** has been allocated (**\$1 billion annually from 2022-2026**) to provide competitive grants for airport terminal development projects that address the aging infrastructure of the nation’s airports. These grants will fund safe, sustainable and accessible airport terminals, airport-owned airport traffic control towers, and on-airport rail and bus projects that improve multimodal connections.

For FY25, another \$1 billion has been made available for our nation's aging airport infrastructure. Here's how it's helping your community.

The fourth billion will fund projects across the country allowing airports to build, modernize and upgrade airport facilities; develop intermodal connections between the airport and other transportation modes to better serve our passengers and communities.

This interactive map shows how these funds are being invested.

Airport Terminals Program

Announced

2025\$4,000,000

Awarded Under Grant

2025



Airport Size Indicators
Small

Click to reset filters

FILTERS

FY Selection Year

2025

State

Florida

City

Pensacola

Airport

Pensacola International Airport

Airport ID

PNS

Criteria

(All)

Department Priorities

(None)

Other Major Category

Terminal

Status

Announced

Show Cancelled

Airport Size

Small

Selected Filters

Fiscal Year: 2025

State: Florida

City: Pensacola

Airport: Pensacola International Airport

Airport ID: PNS

Criteria: Multiple

Department Priorities:

Other Major Category: Terminal

Status: Announced

Airport Size: Small

For full details on the IIJA selected projects and funding amounts, please visit the [Infrastructure Investment and Jobs Act Airport Terminal Program grants file](#).

EXPAND ALL

COLLAPSE ALL

Frequently Asked Questions

- Is my airport eligible for this program?
- How to apply
- Distribution of funds
- When will I hear if I received a grant?
- If I have questions, who do I contact?

Airport Terminal Program Resources

- Notice of Intent to Fund – Project Selections