



City of Pensacola

City Council

Agenda

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

December 14, 2023, 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 Jennifer Brahier

AWARDS

FIRST LEROY BOYD FORUM

APPROVAL OF MINUTES

1. 23-1098 APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 9, 2023 AND SPECIAL MEETING DATED NOVEMBER 28, 2023

Recommendation: That City Council approved regular meeting minutes dated November 9, 2023 and special meeting minutes dated November 28, 2023.

Sponsors:

Attachments: *Draft: Regular Meeting Dated 11/9/2023*
 Draft: Special Meeting Dated 11/28/2023

APPROVAL OF AGENDA

CONSENT AGENDA

2. 23-1001 2024 TENTATIVE CITY COUNCIL REGULAR MEETING SCHEDULE

Recommendation: That City Council approve the 2024 City Council Regular Meeting Schedule

Sponsors: Council President Casey Jones

Attachments: Tentative 2024 Council Dates

3. 23-1041 APPROVAL OF NEW PAYGRADES FOR CITY EMPLOYEE POSITIONS

Recommendation: That City Council approve new paygrades for City Employees as shown in the attachment entitled *Proposed Pay Scales - City of Pensacola - 2024*.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Pay Scales City of Pensacola 2024*
FY24 Current Pay Scale Summary

4. 23-990 AWARD OF BID NO. 23-040 - FINANCIAL ADVISORY SERVICES

Recommendation: That City Council award a contract to PFM Financial Advisors, LLC. for Financial Advisory Services requested through RFP No. 23-040 for an initial term of three years. Further, that Council authorize the Mayor to take the actions necessary to negotiate, execute, and administer the necessary contract, including the three one-year renewal options specified in the RFP, consistent with the terms of the RFP and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Final Vendor Reference List*
Tabulations of Proposals

5. 23-1009 AWARD OF BID NO. 24-005 2023 CITY OF PENSACOLA COUNCIL CHAMBER RENOVATIONS

Recommendation: That City Council award this contract to Biggs Construction Co., Inc., the lowest and best responsible bidder, for a base price of \$367,980 plus 10% contingency in the amount of \$36,798 for a total contract price of \$404,778. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Final Vendor Reference List ITB 24-005*
Final Bid Tab ITB 24-005
Chamber Rendering #1
Chamber Rendering #2

6. 23-997 NOTICE OF INTENT TO AWARD FOR RFP NO. 23-022 STRATEGIC PLAN FOR CITY OF PENSACOLA

Recommendation: That City Council approve the ranking of the selection committee and award a contract to GEHL Inc. for the Request for Qualification (RFP) No. 23-022 Strategic

Plan for the City of Pensacola in the amount of \$125,000. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *Notice of Intent to Award
Final Vendor Reference List
Proposal Tabulations*

7. 23-1007 CITY OF PENSACOLA 2023 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT

Recommendation: That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review Report as submitted by the Affordable Housing Advisory Committee (AHAC) for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

Sponsors: Mayor D.C. Reeves

Attachments: *2023 City Affordable Housing Incentive Plan Review Report*

8. 23-1025 2023 HOME INVESTMENT PARTNERSHIPS PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

Recommendation: That City Council approve the HOME Investment Partnerships (HOME) Program Interlocal Agreement with Escambia County providing for the City of Pensacola's participation in the HOME program to implement Homebuyer Assistance activities. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the Agreement, consistent with the terms of the Agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: Mayor D.C. Reeves

Attachments: *2023 HOME Interlocal Agreement*

9. 23-00928 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of \$500 to the Pensacola Omega Foundation, Inc., \$500 to Ecomfort, Inc. at the Epps Christian Center and \$600 for Transitioning Thru Trauma to Triumph from the City Council Discretionary Funds for District 7.

Sponsors: Council Member Delarian Wiggins

Attachments: *None*

**10. 23-985 APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD
CHAIRPERSON**

Recommendation: That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a period of one year, expiring December 2024.

Sponsors: Council President Casey Jones

Attachments: *Nomination Form - Brahier*
 Nomination Form - Wiggins
 Ballot

**11. 23-986 APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD
VICE CHAIRPERSON**

Recommendation: That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a period of one year, expiring December 2024.

Sponsors: Council President Casey Jones

Attachments: *Nomination Forms - Patton*
 Ballot

REGULAR AGENDA

**12. 23-1058 AWARD OF CONTRACT -- BID #24-001, MALCOLM YONGE GYM
DEMOLITION**

Recommendation: That City Council approve the Community Redevelopment Agency (CRA) Board recommendation to award the contract for Bid NO. 24-001 to Jobe's Dirt Works, LLC of Baker, Florida, the lowest and most responsive and responsible bidder, for a base price of \$49,232.50 plus a 20% contingency in the amount of \$9,846.50 for a total contract of \$59,079.00.

Sponsors: Council Member Teniadè Broughton

Attachments: *Bid No. 24-001 Bid Tabulation*
 Bid No. -24-001 Reference List

**13. 23-00905 PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-3-121
OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA,
DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION
12-3-121(D)(9), BUILDING HEIGHT BONUSES**

Recommendation: That City Council conduct a Public Hearing on December 14, 2023, to

consider the proposed amended to Section 12-3-121 of the Code of the City of Pensacola, Florida, Development Standards and Guidelines; creating Section 12-3-121(d)(9), Building Height Bonuses.

Sponsors: Mayor D.C. Reeves

Attachments: *Planning Board Minutes - October 10, 2023*
Proposed Ordinance No. 22-23
Business Impact Estimate

- 14. 22-23** PROPOSED ORDINANCE NO 22-23 - AMENDMENT TO SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES

Recommendation: That City Council approve Proposed Ordinance No. 22-23 on first reading:

AN ORDINANCE AMENDING SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 22-23*
Planning Board Minutes - October 10, 2023
Business Impact Estimate

- 15. 23-00904** QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JAVELIN LANDING

Recommendation: That City Council conduct a quasi-judicial hearing on December 14, 2023, to consider approval of the Final Subdivision Plat, Javelin Landing.

Sponsors: Mayor D.C. Reeves

Attachments: *Javelin Landing Final Plat Application*
Planning Board Minutes October 10, 2023 DRAFT

- 16. 23-00930** FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE

Recommendation: That City Council approve the acceptance of the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State, agreement between the City of Pensacola and the State of Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants in the amount of \$35,753.62, upon award of the grant. Further, that City Council authorize the Mayor to take all actions necessary to execute the

grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Mayor D.C. Reeves

Attachments: *SWAT VEST Application - Resolution No. 2023-89*
C-R7119 Federal Award - Agreement -Resolution No. 2023-89
Supplemental Budget Resolution No. 2023-89
Supplemental Budget Explanation No. 2023-89

17. 23-00929 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-89 - FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-89.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE DATE

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-89*
Supplemental Budget Explanation No. 2023-89

18. 23-1014 ACCEPTANCE OF AWARD OF FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT AWARD #HS001 - HOLLICE T. WILLIAMS STORMWATER PARK

Recommendation: That City Council approve acceptance of Florida Commerce Community Development Block Grant Disaster Recovery Award #HS001 for the stormwater redevelopment of Hollice T. Williams Stormwater Park.

Sponsors: Mayor D.C. Reeves

Attachments: *Grant Agreement*

19. 23-1024 SUPPLEMENTAL BUDGET RESOLUTION NO.2023-97 -FLORIDA COMMERCE COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RELIEF FUNDING FOR HOLLICE T. WILLIAMS STORMWATER PARK

Recommendation: That City Council adopt Supplemental Budget Resolution No: 2023-97

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-97*
Supplemental Budget Explanation No. 2023-97

20. 23-1015 APPROVAL TO USE FUNDS FROM THE TREE PLANTING TRUST FUND FOR PHASE II OF THE TREE CANOPY REVITALIZATION PROJECT

Recommendation: That City Council authorize the use of \$50,000.00, from the Tree Planting Trust Fund, to plant and establish approximately 25 trees in Phase II of the Tree Canopy Revitalization Project.

Sponsors: Mayor D.C. Reeves

Attachments: *Tree Canopy Revitalization Update Presentation 2023 Tree Trust Fund*
Comments from EAB - Dec. 7th Meeting

21. 23-1016 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-99 – AUTHORIZING THE ADVANCEMENT OF FUNDS FOR PHASE II OF THE TREE CANOPY REVITALIZATION PROJECT USING \$50,000.00 FROM THE TREE PLANTING TRUST FUND

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-99:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-99*
Supplemental Budget Explanation No. 2023-99
Tree Canopy Revitalization Update Presentation 2023 Tree Trust Fund
Comments from EAB - Dec. 7th Meeting
Revised Supplemental Budget Resolution No. 2023-99
Revised Supplemental Budget Explanation No. 2023-99

22. 23-00932 RESOLUTION NO. 2023-91 - RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF EQUAL EMPLOYMENT OPPORTUNITY

Recommendation: That City Council adopt resolution No. 2023-91.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF EQUAL EMPLOYMENT OPPORTUNITY.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2023-91*

23. 23-00933 RESOLUTION NO. 2023-92- RATIFYING THE CITY OF PENSACOLA AS A TITLE VI ESTABLISHMENT

Recommendation: That City Council adopt Resolution No. 2023-92:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RATIFYING THE CITY OF PENSACOLA AS A TITLE VI ESTABLISHMENT.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2023-92*

24. 23-00934 RESOLUTION NO. 2023-93 - RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF AFFIRMATIVE ACTION

Recommendation: That City Council adopt Resolution No. 2023-93.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF AFFIRMATIVE ACTION.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2023-93*

25. 23-972 RESOLUTION NO. 2023-94 - ADOPTING A CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA

Recommendation: That the City Council adopt Resolution No. 2023-94:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Resolution No. 2023-94*
FLDS Local Governance Cybersecurity Standards Attestation Form

26. 23-00931 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-90 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-90.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-90*
 Supplemental Budget Explanation No. 2023-90
 Letter of Certification
 SMIP Police Executive Research Forum Registration

**27. 23-973 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-95 - SALE OF
 PORTION OF REAL PROPERTY AT 900 EAST JACKSON STREET**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-95:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-95*
 Supplemental Budget Explanation No. 2023-95

**28. 23-00989 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-96 - CONTRACTS
 PAYABLE**

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-96.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Supplemental Budget Resolution No. 2023-96*
 Supplemental Budget Explanation No. 2023-96

**29. 23-974 PROPOSED ORDINANCE NO. 23-23 - CREATING SECTION 11-2-12, OF
 THE CODE OF CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A
 TRAFFIC INFRACTION DETECTION PROGRAM IN ACCORDANCE
 WITH FLORIDA STATUTES**

Recommendation: That City Council approve Proposed Ordinance No. 23-23 on first
reading.

AN ORDINANCE CREATING SECTION 11-2-12 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A TRAFFIC
INFRACTION DETECTION PROGRAM IN ACCORDANCE WITH
FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 23-23*

Business Impact Estimate for Ordinance 23-23

- 30.** 23-1013 PROPOSED ORDINANCE NO. 24-23 - CREATING SECTION 11-4-4, SECTION 11-4-5, AND SECTION 11-4-6 OF THE CODE OF THE CITY OF PENSACOLA - DANGEROUS USE OF PUBLIC RIGHTS OF WAY

Recommendation: That City Council approve Proposed Ordinance No. 24-23 on first reading.

AN ORDINANCE CREATING SECTION 11-4-4, SECTION 11-4-5, AND SECTION 11-4-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA DANGEROUS USE OF PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance No. 24-23*
Florida Crash Board
Business Impact Estimate for Proposed Ordinance No. 24-23

- 31.** 23-1018 PROPOSED ORDINANCE 26-23 CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA - REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES

Recommendation: That City Council approve Proposed Ordinance No. 26-23 on first reading:

AN ORDINANCE CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES; ADOPTING APPROPRIATE INDUSTRY STANDARDS; PROVIDING FOR PENALTIES FOR DEVIATION FROM INDUSTRY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Mayor D.C. Reeves

Attachments: *Proposed Ordinance 26-23*
Business Impact Estimate
Comments from EAB - Dec. 7th Meeting

- 32.** 23-1096 TENTATIVE AGREEMENT WITH THE PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

IAFF, LOCAL NO. 707

Recommendation: That City Council approve the Tentative Agreement between the City of Pensacola and the Pensacola Professional Firefighters International Association of Professional Firefighters, IAFF, Local No. 707.

Sponsors: Mayor D.C. Reeves

Attachments: *Tentative Agreement*

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 #: 23-1098

City Council

12/14/2023

MINUTES

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 9, 2023 AND
SPECIAL MEETING DATED NOVEMBER 28, 2023

ATTACHMENTS:

1. Draft: Regular Meeting Dated 11/9/2023
2. Draft: Special Meeting Dated 11/28/2023



City of Pensacola

CITY COUNCIL

MINUTES

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

November 9, 2023

5:30 PM

Council Chambers, 1st Floor

ROLL CALL

Council President Wiggins called the meeting to order at 5:30 P.M.

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

Council Members Absent: None

Also Present: Mayor D.C. Reeves

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Charles Bare

AWARDS

Mayor Reeves recognized and presented representatives of Veteran's Memorial Park Foundation of Pensacola with a proclamation which was read in its entirety.

Nan Harper, President of Pensacola Sister Cities addressed Council and presented flags of Pensacola's sister cities.

FIRST LEROY BOYD FORUM

None

APPROVAL OF MINUTES

1. 23-00925 REGULAR MEETING 10/26/2023

Recommendation: That City Council approve minutes of the Regular Meeting dated

October 26, 2023.

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

No: 0 None

APPROVAL OF AGENDA

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

The motion passed by the following vote:

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

No: 0 None

CONSENT AGENDA

2. 23-00907 AWARD OF CONTRACT TO MULLER AND MULLER INC., FOR PHASE 1 OF RFQ NO. 23-030 ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HIGH PERFORMANCE MARITIME CENTER OF EXCELLENCE AND AMERICAN MAGIC AT THE PORT OF PENSACOLA

Recommendation: That City Council approve the ranking of the selection committee and award a contract to Muller and Muller, Inc. for the Request for Qualification (RFQ) No. 23-030 Architectural and Engineering Services for the High Performance Maritime Center of Excellence and American Magic at the Port of Pensacola in the amount of \$1,107,024.66 for Phase 1 (Warehouse 10 rehabilitation and 50-foot extension). Further, that City Council authorize the Mayor to take actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

3. 23-00919 INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION (PEDC)

Recommendation: That City Council approve and authorize the Mayor to take the actions necessary to execute the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2024.

4. 23-00922 LETTER OF SUPPORT FOR THE MITIGATING STORMWATER IMPAIRMENT USING OYSTER RESTORATION GRANT APPLICATION

Recommendation: That City Council, in conjunction with Mayoral support, provide a letter of support for the Mitigating Stormwater Impairment Using Oyster Restoration Grant Application, by the University of West Florida, Center for Environmental Diagnostics and Bioremediation to the Florida Department of Environmental Protection.

5. 23-00900 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER JARED MOORE - DISTRICT 4

Recommendation: That City Council approve funding of \$800 to Knowledge Ministries, Inc. doing business as the Golden Elite Track and Field Club and \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 4.

6. 23-00901 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL VICE PRESIDENT CASEY JONES - DISTRICT 3

Recommendation: That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 3.

7. 23-00902 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$1,000 to The Watson Family Foundation Thanksgiving Food Give Away, \$500 for the H.Y.P.E. Annual Turkey Drive, \$300 to First City Arts Alliance for the Pensacola Mural Fest, \$150 to the Veteran's Memorial Park Foundation and \$300 to the Escambia County Public School Foundation for Excellence for the Washington High School Girls Basketball program from the City Council Discretionary Funds for District 5.

8. 23-00903 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to The Watson Family Foundation Thanksgiving Food Give Away from the City Council

discretionary Funds for District 6.

9. 23-00924 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to Ecomfort, Inc. at the Epps Christian Center from the City Council Discretionary Funds for District 2.

A motion to approve consent agenda items 2, 3, 4, 5, 6, 7, 8, and 9 was made by Council Member Patton and seconded by Council Member Bare.

The motion passed by the following vote:

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

REGULAR AGENDA

10. 23-00909 CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF BENJAMIN HEISTEIN AS PARKS AND RECREATION DIRECTOR

Recommendation: That City Council consent to the Mayor's appointment of Benjamin Heistein as Parks and Recreation Director effective November 13, 2023.

Mayor Reeves introduced Benjamin Heistein who briefly addressed Council. Several Council Members made follow-up remarks.

Upon conclusion of discussion, the vote was called.

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

The motion passed by the following vote:

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

11. 23-00910 STATE OF FLORIDA DEPARTMENT OF COMMERCE GRANT AGREEMENT NO. HL251 - VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

Recommendation: That City Council approve Grant Agreement HL251 in the amount of \$750,000 for construction services for the restroom and educational

center at Veteran's Memorial Park. Further, that City Council authorize the Mayor, or his designee to take all necessary actions to accept and execute the grant contract.

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

Mayor Reeves (sponsor) explained the funding of the project. He responded accordingly to questions from Council Member Brahier regarding operations.

The motion passed by the following vote:

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

Mayor Reeves (sponsor) explained the funding of the project. He responded accordingly to questions from Council Member Brahier regarding operations.

12. 23-00908 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-83 - STATE OF FLORIDA COMMERCE GRANT NO. HL251 VETERAN'S MEMORIAL PARK RESTROOM AND EDUCATIONAL CENTER

Recommendation: That City Council adopt Supplemental Budget Resolution No: 2023-83

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

Following the vote, Mayor Reeves responded to questions from Council Member Broughton

13. 23-00913 FY2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the FY23 Edward Byrne Memorial Justice Assistance Grant

(JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$32,867.00 upon award of grant. Further, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

14. 23-00912 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-80 - FY2023
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM: LOCAL SOLICITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-80.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024;
PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

15. 23-00915 APPROVAL OF FY2023 BULLETPROOF VEST PROGRAM
PARTNERSHIP WITH PATRICK LEAHY FOUNDATION

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the Bulletproof Vest Program grant award with Patrick Leahy Foundation in the amount of \$19,680.00. Further that City Council authorize the Mayor to take all actions necessary to finalize the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

The motion passed by the following vote:

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

16. 23-00914 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-82 - FY2023 BULLETPROOF VEST PROGRAM PARTNERSHIP WITH PATRICK LEAHY BULLETPROOF VEST FOUNDATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-082.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

No: 0 None

17. 23-00917 FY 2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

Recommendation: That City Council accept the FY 2023-2024 State Financial Assistance Identity Theft and Fraud Grant Program - Florida Department of Law Enforcement (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406 in the amount of \$9,500.00 based on the Florida Department of Law Enforcement's (FDLE) Office of Criminal Justice Grants (OCJG). 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. Also, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

The motion Passed by the following vote:

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

No: 0 None

18. 23-00916 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-86 FY2023-2024 STATE FINANCIAL ASSISTANCE IDENTITY THEFT AND FRAUD GRANT PROGRAM - FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) - AWARD NO. L6013: FLAIR VENDOR ID: 596000406

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-86.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024;
PROVIDING FOR AN EFFECTIVE DATE

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

The motion passed by the following vote:

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

19. 23-00911 RESOLUTION NO: 2023-84 SUPPORTING GRANT APPLICATION
FOR APPLICATION FOR FLORIDA COMMERCE FUNDING FOR MULTI-
PURPOSE USE OF FRICKER COMMUNITY CENTER

Recommendation: That City Council adopt Resolution No. 2023-84.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA,
FLORIDA; SUPPORTING APPLICATION TO THE STATE DEPARTMENT OF
ECONOMIC OPPORTUNITY OFFICE, HENCEFORTH TO BE KNOWN AS
FLORIDA COMMERCE; AUTHORIZING GRANT APPLICATIONS.

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

The motion passed by the following vote:

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

20. 23-00920 RESOLUTION NO. 2023-88: SUPPORTING A GRANT APPLICATION
TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR SUN TRAIL
FUNDING PROGRAM

Recommendation: That City Council adopt Resolution No. 2023-88.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA
SUPPORTING AN APPLICATION FOR FLORIDA DEPARTMENT OF
TRANSPORTATION SUN TRAIL FUNDING TO DESIGN AND CONSTRUCT THE
DOWNTOWN PENSACOLA WATERFRONT CONNECTOR TRAIL PHASE ONE
AND TWO; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

21. 23-00921 RESOLUTION NO. 2023-85 SUPPORTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TEMPORARY ROAD CLOSURE - PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT OF SR 10A (SCENIC HIGHWAY).

Recommendation: That City Council adopt Resolution No. 2023-85.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, SUPPORTING A TEMPORARY ROAD CLOSURE PURSUANT TO THE COMPLETION OF THE RESURFACING, RESTORATION, AND REHABILITATION PROJECT OF SR 10A (SCENIC HIGHWAY) FROM LANGLEY AVENUE TO SUMMIT BLVD, FPID 426935-2-52-01.

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

Council Member Jones made comments.

The motion passed by the following vote:

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

22. 23-00918 SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-87 - FY 2024 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2023-87.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

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

The motion passed by the following vote:

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

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher advised he will be reaching out to Council Members for scheduling of a special meeting for appeal of an Architectural Review Board Decision. Also, a reminder that a special meeting is scheduled on November 28th

for appointment(s) of the Council President and Vice President. Lastly, thanks to Council for working through the new software system.

MAYOR'S COMMUNICATION

Mayor Reeves indicated he will give a State of the City address on 11/14 and on 11/16 will co-host a District 5 town hall meeting with Council Member Broughton. He wished everyone a nice Veteran's Day and reminded of the parade.

COUNCIL COMMUNICATIONS & CIVIC ANNOUNCEMENTS

Council Member Bare reflected on his military service and shared a recent event honoring veterans. He also advised of the opening of a new ballet center on 11/18.

Council Member Brahier highlighted the First City Lights events taking place on Wednesday evenings.

Council President Wiggins made comments thanking those individuals who have served in the armed forces.

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 6:16 P.M.

Adopted: _____

Approved: _____
Casey Jones, 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

November 28, 2023

9:00 AM

Council Chambers, 1st Floor

ROLL CALL

Council President Wiggins called the special meeting to order at 9:00 A.M.

Council Members Present: Delarian Wiggins, Casey Jones, Charles Bare, Jennifer Brahier, Jared Moore, Allison Patton

Council Members Absent: Teniade Broughton

Also Present: Mayor D.C. Reeves (arrived 9:03)

ACTION ITEMS

1. 23-970 APPOINTMENT - CITY COUNCIL PRESIDENT

Recommendation: That City Council appoint one of its members as Council President for a period of one year, expiring November 26, 2024.

Council Members Casey Jones and Delarian Wiggins were nominated to be considered for appointment as City Council President.

Discussion took place among Council with comments of commendation for Council Member Wiggins' service this past year as Council President. Council Member Jones indicated he would be honored to serve as City Council President. There was some concern expressed about a Council Member serving two (2) consecutive years as City Council President.

Council Member (sitting Council President) Wiggins withdrew his name from consideration.

A motion was made by Council Member Moore and seconded by Council Member Bare that City Council appoint Council Member Casey Jones as Council President for a period of one year, expiring November 26, 2024.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 6 Casey Jones, Jared Moore, Allison Patton, Charles Bare, Delarian Wiggins, Jennifer Brahier
No: 0 None

2. 23-971 APPOINTMENT - CITY COUNCIL VICE PRESIDENT

Recommendation: That City Council appoint one of its members as Vice President for a period of one year, expiring November 26, 2024.

Council Members Casey Jones and Jared Moore were nominated to be considered for appointment as City Council Vice President.

Council Executive Kraher indicated that since Council Member Jones was appointed Council President his name drops from the ballot.

A motion was made by Council Vice President Jones and seconded by Council Member Wiggins that City Council appoint Council Member Jared Moore as Council Vice President for a period of one year, expiring November 26, 2024.

Council Member Bare asked for procedural clarification regarding the motion on the floor with City Clerk Burnett responding accordingly.

Discussion took place with concern expressed that appointing Council Member Moore as Vice President would possibly be placing him in line to be appointed the next Council President (based on discussion on Item 1), who has already served and there are others who have not yet served.

Upon conclusion of discussion, the vote was called.

The motion passed by the following vote:

Yes: 4 Delarian Wiggins, Casey Jones, Allison Patton, Jared Moore
No: 2 Charles Bare, Jennifer Brahier

Mayor Reeves made follow-up remarks thanking Council Member Wiggins for his service this past year as Council President and working with him through his first year in office.

ADJOURNMENT

This being a special Council meeting and there being no other business on the agenda, the meeting was adjourned.

WHEREUPON the meeting was adjourned at 9:15 A.M.

Adopted: _____

Approved: _____
Casey Jones, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1001

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

2024 TENTATIVE CITY COUNCIL REGULAR MEETING SCHEDULE

RECOMMENDATION:

That City Council approve the 2024 City Council Regular Meeting Schedule

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 1.01 - Regular Meetings of the City Council Rules and Procedures, states in part, "...Regular meetings of the City Council shall be held at least once each month...The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year." This meeting schedule is consistent with this requirement as well as City Charter requirements within Charter Section 4.03 - City Council Procedures.

PRIOR ACTION:

December 15, 2022 -- City Council set their regular meeting schedule for 2023.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Ericka Burnett, City Clerk

ATTACHMENTS:

1. Tentative 2024 Council Dates

PRESENTATION: No

****TENTATIVE**** 2024 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month.			
January	Tuesday, 16th	Thursday, 18th	
February	Monday, 5th Tuesday, 20th	Thursday, 8th Thursday 22nd	
March	Monday, 11th Monday, 25th	Thursday, 14th Thursday 28th	
April	Monday, 8th Monday, 22nd	Thursday, 11th Thursday, 25th	
May	Monday, 6th Monday, 20th	Thursday, 9th Thursday, 23rd	
June	Monday, 10th	Thursday, 13th	

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
July	Monday, 15th	Thursday, 18th	
August	Monday, 5th	Thursday, 8th	
September	Monday, 9th Monday, 23rd	Thursday, 12th Thursday, 26th	Tentative FY 25 Budget Hearing Dates 1st Hearing - Wednesday 9/? Final Hearing - Wednesday 9/??. Both meetings beginning at 5:30 p.m.
October	Monday, 7th Monday, 21st	Thursday, 10th Thursday, 24th	
November	Tuesday, 12th	Thursday, 14th	Special Council meetings 11/26 11:45 a.m.- Outgoing Council Members & Ratifying Council Actions 12:00 Noon - Swear in New Council Members & Election Council Pres & Vice President
December	Monday, 9th	Thursday, 12th	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1041

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL OF NEW PAYGRADES FOR CITY EMPLOYEE POSITIONS

RECOMMENDATION:

That City Council approve new paygrades for City Employees as shown in the attachment entitled *Proposed Pay Scales - City of Pensacola - 2024*.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In February of 2023 the City commissioned a salary study from Evergreen Consulting to determine the appropriate pay scales for every personnel position employed by the City as well as the appropriate placement for every individual on this pay scale. The pay scales were determined by surveying similar type municipalities and counties and comparing their pay ranges for similar type jobs. These comparable cities and counties included Bay County, Bradenton, Clearwater, Escambia County, Galveston, Gulf Shores, Key West, Lake City, Okaloosa County, Ormond Beach, Panama City, Santa Rosa County, Sarasota, St. Lucie County, St. Petersburg, Sunrise and Tallahassee.

The results of the salary study suggested that overall the City's salary compensation for employees fell in the 21st percentile amongst these comparable entities. Therefore, the City will attempt to increase overall pay scales and individual pay to closer to the 50th percentile.

The total cost of this implementation will be more than \$5,400,000. The cost exclusively to bring employees to the minimum of the new paygrades will be about \$1,400,000. All costs will be amortized and spread over three years. These costs exclude costs related to those members of the IAFF bargaining unit. This agreement and costs will be presented to Council separately.

The first step in the implementation of the results of this is to approve the new pay scales.

Over the course of three years all employees will be brought to the minimum of the new pay scale; however, there will be a maximum of a 20% pay increase in any one year and employees making over \$70,000 will be capped with a 30% salary increase in total. At the end

of the 3-year period any employee falling below the minimum of the paygrade will be brought to the minimum.

The next step in the implementation process will be to place existing employees at the appropriate pay level on the new pay scales based on years of experience in their existing job and a credit for years of experience with the City. This phase is expected to commence by the end of January.

PRIOR ACTION:

September 13, 2023 - The Council approved the FY24 annual budget which includes the current pay grades.

FUNDING:

The cost for this plan by fund is shown in the table below.

		Total Year 1	Total Year 2	Total Year 3
General Fund	1	\$779,577.19	\$948,558.21	\$739,749.21
CDBG	104	1,231.19	\$3,077.96	\$1,846.78
CRA	105	5,012.79	\$12,531.98	\$7,519.19
Stormwater	109	113,469.74	\$99,946.48	\$92,556.04
Parking	112	37,330.19	\$9,244.01	\$19,209.33
Code Enforcement	114	15,042.88	\$26,176.08	\$17,665.27
Section 8	115	55,630.57	\$54,554.23	\$47,222.06
Golf	120	10,987.22	\$14,379.66	\$10,871.52
Eastside	121	0.00	\$0.00	\$0.00
Inspections	122	8,736.86	\$7,879.61	\$7,121.34
ARPA	128	0.00	\$0.00	\$0.00
Pensacola Energy	401	262,599.93	\$245,496.47	\$216,406.64
Sanitation	402	53,657.22	\$84,585.28	\$59,246.79
Port	403	39,627.70	\$39,094.56	\$8,296.30
Airport	404	501,115.95	\$401,137.15	\$965.61
Finance/Risk Management	503	0.00	\$0.00	\$0.00
Finance/Mail Room	504	1,163.38	\$2,908.46	\$1,745.07
Technology Resources	504	84,713.94	\$52,513.14	\$58,811.60
Engineering	504	273.29	\$683.22	\$409.93
Fleet Management	504	67,430.68	\$41,324.64	\$46,368.99
Total		<u>\$2,037,600.71</u>	<u>\$2,044,091.14</u>	<u>\$1,336,011.67</u>

FINANCIAL IMPACT:

The intent is for each fund to pay for the cost of the implementation of the salary study for the employees funded from that source with the exception of the Golf Fund which may require an

additional subsidy from the General Fund in future years.

The City will also eliminate approximately 30 personnel positions to assist in funding the three-year implementation. The estimated budgetary savings from these positions is shown below.

	Total
General Fund	\$650,313.00
Port	91,324.00
Sanitation	51,335.00
Garage	45,839.00
Pensacola Energy	681,361.00
Total	<u>\$1,520,172.00</u>

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

Ted Kirchharr, Human Resources Director

Renay Pierre-Robinson, Assistant Human Resources Director

ATTACHMENTS:

1. Proposed Pay Scales City of Pensacola 2024
2. FY24 Current Pay Scale Summary

PRESENTATION: No

Proposed Pay Scales - City of Pensacola - 2024

Non-Union

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$31,200.00	\$41,340.00	\$51,480.00	65.0%	-
102	\$32,760.00	\$43,407.00	\$54,054.00	65.0%	5.0%
103	\$34,398.00	\$45,577.35	\$56,756.70	65.0%	5.0%
104	\$36,117.90	\$47,856.22	\$59,594.54	65.0%	5.0%
105	\$37,923.80	\$50,249.03	\$62,574.26	65.0%	5.0%
106	\$39,819.98	\$52,761.48	\$65,702.97	65.0%	5.0%
107	\$41,810.98	\$55,399.55	\$68,988.12	65.0%	5.0%
108	\$43,901.53	\$58,169.53	\$72,437.53	65.0%	5.0%
109	\$46,096.61	\$61,078.01	\$76,059.41	65.0%	5.0%
110	\$48,401.44	\$64,131.91	\$79,862.38	65.0%	5.0%
111	\$50,821.51	\$67,338.50	\$83,855.50	65.0%	5.0%
112	\$53,362.59	\$70,705.43	\$88,048.27	65.0%	5.0%
113	\$56,030.72	\$74,240.70	\$92,450.68	65.0%	5.0%
114	\$58,832.25	\$77,952.74	\$97,073.22	65.0%	5.0%
115	\$61,773.87	\$81,850.37	\$101,926.88	65.0%	5.0%
116	\$64,862.56	\$85,942.89	\$107,023.22	65.0%	5.0%
117	\$68,105.69	\$90,240.04	\$112,374.38	65.0%	5.0%
118	\$71,510.97	\$94,752.04	\$117,993.10	65.0%	5.0%
119	\$75,086.52	\$99,489.64	\$123,892.76	65.0%	5.0%
120	\$78,840.85	\$104,464.12	\$130,087.40	65.0%	5.0%
121	\$82,782.89	\$109,687.33	\$136,591.77	65.0%	5.0%
122	\$86,922.03	\$115,171.69	\$143,421.35	65.0%	5.0%
123	\$91,268.13	\$120,930.28	\$150,592.42	65.0%	5.0%
124	\$95,831.54	\$126,976.79	\$158,122.04	65.0%	5.0%
125	\$100,623.12	\$133,325.63	\$166,028.15	65.0%	5.0%
126	\$105,654.27	\$139,991.91	\$174,329.55	65.0%	5.0%
127	\$110,936.99	\$146,991.51	\$183,046.03	65.0%	5.0%
128	\$116,483.84	\$154,341.08	\$192,198.33	65.0%	5.0%
129	\$122,308.03	\$162,058.14	\$201,808.25	65.0%	5.0%
130	\$128,423.43	\$170,161.05	\$211,898.66	65.0%	5.0%
131	\$134,844.60	\$178,669.10	\$222,493.59	65.0%	5.0%
132	\$141,586.83	\$187,602.55	\$233,618.27	65.0%	5.0%
133	\$148,666.17	\$196,982.68	\$245,299.19	65.0%	5.0%
134	\$156,099.48	\$206,831.81	\$257,564.15	65.0%	5.0%
135	\$163,904.46	\$217,173.41	\$270,442.35	65.0%	5.0%
136	\$172,099.68	\$228,032.08	\$283,964.47	65.0%	5.0%
137	\$180,704.66	\$239,433.68	\$298,162.69	65.0%	5.0%
138	\$189,739.90	\$251,405.36	\$313,070.83	65.0%	5.0%
139	\$199,226.89	\$263,975.63	\$328,724.37	65.0%	5.0%
140	\$209,188.24	\$277,174.41	\$345,160.59	65.0%	5.0%
UNG	-	-	-	-	-

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
101	\$15.00	\$19.88	\$24.75	65.0%	-
102	\$15.75	\$20.87	\$25.99	65.0%	5.0%
103	\$16.54	\$21.91	\$27.29	65.0%	5.0%
104	\$17.36	\$23.01	\$28.65	65.0%	5.0%
105	\$18.23	\$24.16	\$30.08	65.0%	5.0%
106	\$19.14	\$25.37	\$31.59	65.0%	5.0%
107	\$20.10	\$26.63	\$33.17	65.0%	5.0%
108	\$21.11	\$27.97	\$34.83	65.0%	5.0%
109	\$22.16	\$29.36	\$36.57	65.0%	5.0%
110	\$23.27	\$30.83	\$38.40	65.0%	5.0%
111	\$24.43	\$32.37	\$40.32	65.0%	5.0%
112	\$25.66	\$33.99	\$42.33	65.0%	5.0%
113	\$26.94	\$35.69	\$44.45	65.0%	5.0%
114	\$28.28	\$37.48	\$46.67	65.0%	5.0%
115	\$29.70	\$39.35	\$49.00	65.0%	5.0%
116	\$31.18	\$41.32	\$51.45	65.0%	5.0%
117	\$32.74	\$43.38	\$54.03	65.0%	5.0%
118	\$34.38	\$45.55	\$56.73	65.0%	5.0%
119	\$36.10	\$47.83	\$59.56	65.0%	5.0%
120	\$37.90	\$50.22	\$62.54	65.0%	5.0%
121	\$39.80	\$52.73	\$65.67	65.0%	5.0%
122	\$41.79	\$55.37	\$68.95	65.0%	5.0%
123	\$43.88	\$58.14	\$72.40	65.0%	5.0%
124	\$46.07	\$61.05	\$76.02	65.0%	5.0%
125	\$48.38	\$64.10	\$79.82	65.0%	5.0%
126	\$50.80	\$67.30	\$83.81	65.0%	5.0%
127	\$53.34	\$70.67	\$88.00	65.0%	5.0%
128	\$56.00	\$74.20	\$92.40	65.0%	5.0%
129	\$58.80	\$77.91	\$97.02	65.0%	5.0%
130	\$61.74	\$81.81	\$101.87	65.0%	5.0%
131	\$64.83	\$85.90	\$106.97	65.0%	5.0%
132	\$68.07	\$90.19	\$112.32	65.0%	5.0%
133	\$71.47	\$94.70	\$117.93	65.0%	5.0%
134	\$75.05	\$99.44	\$123.83	65.0%	5.0%
135	\$78.80	\$104.41	\$130.02	65.0%	5.0%
136	\$82.74	\$109.63	\$136.52	65.0%	5.0%
137	\$86.88	\$115.11	\$143.35	65.0%	5.0%
138	\$91.22	\$120.87	\$150.51	65.0%	5.0%
139	\$95.78	\$126.91	\$158.04	65.0%	5.0%
140	\$100.57	\$133.26	\$165.94	65.0%	5.0%
UNG	-	-	-	-	-

Proposed Pay Scales - City of Pensacola - 2024

Union

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
201	\$31,200.00	\$41,340.00	\$51,480.00	65.0%	-
202	\$32,760.00	\$43,407.00	\$54,054.00	65.0%	5.0%
203	\$34,398.00	\$45,577.35	\$56,756.70	65.0%	5.0%
204	\$36,117.90	\$47,856.22	\$59,594.54	65.0%	5.0%
205	\$37,923.80	\$50,249.03	\$62,574.26	65.0%	5.0%
206	\$39,819.98	\$52,761.48	\$65,702.97	65.0%	5.0%
207	\$41,810.98	\$55,399.55	\$68,988.12	65.0%	5.0%
208	\$43,901.53	\$58,169.53	\$72,437.53	65.0%	5.0%
209	\$46,096.61	\$61,078.01	\$76,059.41	65.0%	5.0%
210	\$48,401.44	\$64,131.91	\$79,862.38	65.0%	5.0%
211	\$50,821.51	\$67,338.50	\$83,855.50	65.0%	5.0%
212	\$53,362.59	\$70,705.43	\$88,048.27	65.0%	5.0%
213	\$56,030.72	\$74,240.70	\$92,450.68	65.0%	5.0%
214	\$58,832.25	\$77,952.74	\$97,073.22	65.0%	5.0%
215	\$61,773.87	\$81,850.37	\$101,926.88	65.0%	5.0%
216	\$64,862.56	\$85,942.89	\$107,023.22	65.0%	5.0%
217	\$68,105.69	\$90,240.04	\$112,374.38	65.0%	5.0%
218	\$71,510.97	\$94,752.04	\$117,993.10	65.0%	5.0%
219	\$75,086.52	\$99,489.64	\$123,892.76	65.0%	5.0%
220	\$78,840.85	\$104,464.12	\$130,087.40	65.0%	5.0%
221	\$82,782.89	\$109,687.33	\$136,591.77	65.0%	5.0%
222	\$86,922.03	\$115,171.69	\$143,421.35	65.0%	5.0%
223	\$91,268.13	\$120,930.28	\$150,592.42	65.0%	5.0%
224	\$95,831.54	\$126,976.79	\$158,122.04	65.0%	5.0%
225	\$100,623.12	\$133,325.63	\$166,028.15	65.0%	5.0%

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
201	\$15.00	\$19.88	\$24.75	65.0%	-
202	\$15.75	\$20.87	\$25.99	65.0%	5.0%
203	\$16.54	\$21.91	\$27.29	65.0%	5.0%
204	\$17.36	\$23.01	\$28.65	65.0%	5.0%
205	\$18.23	\$24.16	\$30.08	65.0%	5.0%
206	\$19.14	\$25.37	\$31.59	65.0%	5.0%
207	\$20.10	\$26.63	\$33.17	65.0%	5.0%
208	\$21.11	\$27.97	\$34.83	65.0%	5.0%
209	\$22.16	\$29.36	\$36.57	65.0%	5.0%
210	\$23.27	\$30.83	\$38.40	65.0%	5.0%
211	\$24.43	\$32.37	\$40.32	65.0%	5.0%
212	\$25.66	\$33.99	\$42.33	65.0%	5.0%
213	\$26.94	\$35.69	\$44.45	65.0%	5.0%
214	\$28.28	\$37.48	\$46.67	65.0%	5.0%
215	\$29.70	\$39.35	\$49.00	65.0%	5.0%
216	\$31.18	\$41.32	\$51.45	65.0%	5.0%
217	\$32.74	\$43.38	\$54.03	65.0%	5.0%
218	\$34.38	\$45.55	\$56.73	65.0%	5.0%
219	\$36.10	\$47.83	\$59.56	65.0%	5.0%
220	\$37.90	\$50.22	\$62.54	65.0%	5.0%
221	\$39.80	\$52.73	\$65.67	65.0%	5.0%
222	\$41.79	\$55.37	\$68.95	65.0%	5.0%
223	\$43.88	\$58.14	\$72.40	65.0%	5.0%
224	\$46.07	\$61.05	\$76.02	65.0%	5.0%
225	\$48.38	\$64.10	\$79.82	65.0%	5.0%

Fire

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
F-01	\$28,000.00	\$37,100.00	\$46,200.00	65.0%	-
F-02	\$43,000.00	\$56,975.00	\$70,950.00	65.0%	-
F-02A	\$45,150.00	\$59,823.75	\$74,497.50	65.0%	5.0%
F-03	\$53,750.00	\$71,218.75	\$88,687.50	65.0%	25.0%
F-04	\$64,500.00	\$85,462.50	\$106,425.00	65.0%	20.0%

Annual Hours
2080
2912

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
F-01	\$13.46	\$17.84	\$22.21	65.0%	-
F-02	\$14.77	\$19.57	\$24.36	65.0%	-
F-02A	\$15.50	\$20.54	\$25.58	65.0%	-
F-03	\$18.46	\$24.46	\$30.46	65.0%	25.0%
F-04	\$22.15	\$29.35	\$36.55	65.0%	20.0%

Police

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
P-01	\$42,350.00	\$56,113.75	\$69,877.50	65.0%	-
P-02	\$50,015.35	\$66,270.34	\$82,525.33	65.0%	18.1%
P-03	\$64,019.65	\$84,826.03	\$105,632.42	65.0%	28.0%
P-04	\$76,823.58	\$101,791.24	\$126,758.90	65.0%	20.0%

Annual Hours
2080

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
P-01	\$20.36	\$26.98	\$33.59	65.0%	-
P-02	\$24.05	\$31.86	\$39.68	65.0%	18.1%
P-03	\$30.78	\$40.78	\$50.78	65.0%	28.0%
P-04	\$36.93	\$48.94	\$60.94	65.0%	20.0%

Pay Scale Summary – Appendix R

APPROVED PAY SCALE SUMMARY (Effective the first payday in October 2023)

Senior Executive Service		Non Union Employees		AFSCME Employees		Public Safety - Fire *	
Range	Salary Range	Range	Salary Range	Range	Salary Range	Range	Salary Range
SES V	177,340.80 - 221,665.60	NU-01	22,734.40 - 38,833.60	GE-01	20,924.80 - 35,734.40	F-01	18,054.40 - 23,608.00
SES IV	155,168.00 - 199,492.80	NU-02	23,899.20 - 40,851.20	GE-02	21,964.80 - 37,564.80	F-02	32,501.30 - 51,368.20
SES III	110,864.00 - 177,340.80	NU-03	25,084.80 - 42,827.20	GE-03	23,067.20 - 39,416.00	F-03	43,001.40 - 59,710.30
SES II	90,833.60 - 155,168.00	NU-04	26,332.80 - 45,052.80	GE-04	24,211.20 - 41,412.80	F-04	53,000.22 - 79,593.80
SES I	77,604.80 - 144,081.60	NU-05	27,539.20 - 46,009.60	GE-05	25,334.40 - 42,348.80		
		NU-06	28,371.20 - 48,006.40	GE-06	26,104.00 - 44,137.60		
		NU-07	29,203.20 - 49,920.00	GE-07	26,873.60 - 45,947.20		
		NU-08	30,326.40 - 51,022.40	GE-08	27,892.80 - 46,924.80		
		NU-09	31,241.60 - 52,083.20	GE-09	28,745.60 - 47,964.80		
		NU-10	32,136.00 - 54,308.80	GE-10	29,577.60 - 49,961.60		
		NU-11	33,051.20 - 56,555.20	GE-11	30,409.60 - 52,020.80		
		NU-12	33,945.60 - 57,990.40	GE-12	31,200.00 - 53,352.00		
		NU-13	34,798.40 - 59,508.80	GE-13	32,011.20 - 54,745.60		
		NU-14	35,859.20 - 61,256.00	GE-14	32,988.80 - 56,347.20		
		NU-15	37,648.00 - 64,355.20	GE-15	34,652.80 - 59,196.80		
		NU-16	39,540.80 - 67,537.60	GE-16	36,379.20 - 62,171.20		
		NU-17	41,558.40 - 70,969.60	GE-17	38,209.60 - 65,291.20		
		NU-18	43,638.40 - 74,547.20	GE-18	40,144.00 - 68,619.20		
		NU-19	45,843.20 - 78,249.60				
		NU-20	48,152.00 - 82,222.40				
		NU-21	50,544.00 - 86,320.00				
		NU-22	51,584.00 - 88,025.60				
		NU-23	55,764.80 - 95,180.80				
		NU-24	56,929.60 - 97,032.00				
		NU-25	59,841.60 - 101,982.40				

Public Safety - Police	
Range	Salary Range
P-01	26,436.80 - 33,196.80
P-02	45,011.20 - 70,012.80
P-03	64,985.80 - 85,176.00
P-04	N/A - 97,011.20

* Includes mandatory overtime pay except for the mandatory overtime pay on education incentive pay.

NOTE: - All employees represented by a union are subject to the collective bargaining agreement.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-990

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 23-040 - FINANCIAL ADVISORY SERVICES

RECOMMENDATION:

That City Council award a contract to PFM Financial Advisors, LLC. for Financial Advisory Services requested through RFP No. 23-040 for an initial term of three years. Further, that Council authorize the Mayor to take the actions necessary to negotiate, execute, and administer the necessary contract, including the three one-year renewal options specified in the RFP, consistent with the terms of the RFP and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the main functions of the City's financial advisor is to assist in the structuring and issuance of bonds, whether through a competitive or negotiated sale process. RBC Capital Markets, LLC ("RBC") currently serves as financial advisor to the City of Pensacola. The initial term of RBC's contract ended September 30, 2023 and the City is currently operating under one of the contract's optional renewal periods. With the completion of the initial term of the RBC contract and in anticipation of a future debt issuance, staff felt that it would be an appropriate time to request proposals for financial advisory services.

On September 6, 2023, the City issued a request for proposal no. 2023-040 for financial advisory services. Three responses were received and opened on October 6, 2023. On October 23, 2023 a review panel comprised of Amy Lovoy(Finance Director), Lakia McNeal (Accounting Services Manager), and Laura Amentler (Assistant Airport Director of Finance), reviewed the proposal packages and ranked the firms in the following order:

- 1.PFM Financial Advisors, LLC
- 2.Hilltop Securities, Inc.
- 3.Public Resources Advisory Group, Inc.

All three are nationally recognized firms and are ranked as the top three financial advisory

firms nationally in 2022, according to Refinitiv. PFM Financial Advisors, LLC is registered as a municipal advisor with the Municipal Securities Rulemaking Board ("MSRB") and the Security and Exchange Commission ("SEC").

The City of Pensacola's Financial Planning and Administration Policy requires contracts for the City's financial advisor be presented to City Council for approval.

PRIOR ACTION:

June 17, 2021- City Council approved the execution of a contract for financial advisory services with RBC Capital Markets, LLC.

FUNDING:

FINANCIAL IMPACT:

Transactional fees are payable upon issuance of debt as outlined in the RFP.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/22/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Final Vendor Reference List
2. Tabulations of Proposals

PRESENTATION: No

Submittal Due Date: 10/06/23

Bid No.: 23-040

**FINAL VENDOR REFERENCE LIST
FINANCIAL ADVISORY SERVICES
FINANCIAL SERVICES**

Vendor	Name	Address	City	St	Zip Code	SMWBE
079205	BARNES INSURANCE AND FINANCIAL SERVICES	1582 AIRPORT BOULEVARD	PENSACOLA	FL	32504	
087195	BRYANT MILLER OLIVE PA	1545 RAYMOND DIEHL RD	TALLAHASSEE	FL	32308	
068973	COLDWELL BANKER COMMERCIAL NRT	4475 BAYOU BOULEVARD	PENSACOLA	FL	32503	
087196	DUNLAP & ASSOCIATES INC	1146 KEYES AVE	WINTER PARK	FL	32789	
087192	EVENSKY & KATZ/ FOLDES WEALTH MANAGEMENT	4000 PONCE DE LEON BLVD	CORAL GABLES	FL	33146	
068856	FLORIDA LEAGUE OF CITIES	301 S. BRONOUGH STREET	TALLAHASSEE	FL	32301	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST	PENSACOLA	FL	32501	
087194	HILLTOP SECURITIES	450 S ORANGE AVE	ORLANDO	FL	32801	
069566	JESSICA POSEY, CPA PA	3050 SHELL ROAD	JAY	FL	32565	Y
087191	KEVIN ODOM FINANCIAL ADVISOR	125 ROMANA STREET	PENSACOLA	FL	32502	
059498	MAULDIN & JENKINS LLC	1401 MANATEE AVE WEST	BRANDENON	FL	34205	
043090	MERIT FINANCIAL PRESS INC	1630 WELTON ST	DENVER	CO	80202	
075471	MORAN & SMITH LLP	2260 WEDNESDAY STREET	TALLAHASSEE	FL	32308	
052814	MORGAN STANLEY	850 S PALAFOX ST.	PENSACOLA	FL	32502	
045232	NBS GOVERNMENT FINANCE GROUP	32605 HWY 79 SOUTH	TEMECULA	CA	92592	
076206	PENN CREDIT CORPORATION	2800 COMMERCE DRIVE	HARRISBURG	PA	17110	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
057969	PFM FINANCIAL ADVISORS LLC	200 SOUTH ORANGE AVENUE	ORLANDO	FL	32817	
087193	PRAG	150 2ND AVE	ST PETERSBURG	FL	33701	
067589	RAFTELIS FINANCIAL CONSULTANTS	341 NORTH MAITLAND AVENUE	MAITLAND	FL	32751	
076492	THE FIRST A NAT'L BANKING ASSC	6480 HIGHWAY 98	HATTIESBURG	MS	39402	
057810	TRIMERGE CONSULTING GROUP PA DBA TRIMERGE CPA	39 NW 166TH STREET	MIAMI	FL	33169	
061712	WATKINS UIBERALL PLLC	1941 CITRONA DRIVE	FERNANDINA BCH	FL	32034	
057967	WELLS FARGO ADVISORS	125 E INTENDENCIA ST	PENSACOLA	FL	32502	

Vendors: 25

TABULATION OF PROPOSALS

RFP NO: 23-040

TITLE: FINANCIAL ADVISORY SERVICES

Submittals Due:

10/06/23, 2:30 P.M.

Department:

Financial Services

Hilltop Securities, Inc.
Joel Tindal, Managing Director
450 S. Orange Ave., Suite 225
Orlando, FL 32801
407-426-9611
Fax: 407-426-7835
joel.tindal@hilltopsecurities.com

PFM Financial Advisors LLC
Jeremy Niedfeldt, Managing Director
200 South Orange Avenue, Suite 760
Orlando, FL 32801
407-406-575
Fax: 407-648-1323
niedfeldtj@pfm.com

Public Resources Advisory Group, Inc.
Wendell Gaertner, Sr Managing Director
150 Second Avenue North, Suite 400
St. Petersburg, FL 33701
727-822-3339
wgaertner@pragadvisors.com



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1009

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

AWARD OF BID NO. 24-005 2023 CITY OF PENSACOLA COUNCIL CHAMBER
RENOVATIONS

RECOMMENDATION:

That City Council award this contract to Biggs Construction Co., Inc., the lowest and best responsible bidder, for a base price of \$367,980 plus 10% contingency in the amount of \$36,798 for a total contract price of \$404,778. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete this work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City Council Chamber will be improved to include enhancements in and around the dais for sound dampening, security and better functionality for City Council members and city staff.

PRIOR ACTION:

None.

FUNDING:

Budget: \$395,000	Energy Conservation & Efficiency Improvements (Available from FY23
balances)	
\$ 12,778	American Rescue Plan Act (ARPA) (Available from FY23 balances)
\$407,778	Total

Actual: \$367,980	Construction Cost
\$ 36,798	Contingency
\$ 3,000	Consultant Management/Inspection
\$407,778	Total

FINANCIAL IMPACT:

Funding is currently allocated in the American Rescue Plan Act (ARPA). In addition \$395,000 will be moved from the Energy Conservation project to complete the funding for the City Hall renovation project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

12/4/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director Public Works and Facilities

ATTACHMENTS:

1. Final Vendor Reference List ITB 24-005
2. Final Bid Tab ITB 24-005
3. Chamber Rendering #1
4. Chamber Rendering #2

PRESENTATION: No

**FINAL VENDOR REFERENCE LIST
2023 CITY OF PENSACOLA COUNCIL CHAMBER RENOVATIONS
PUBLIC WORKS & FACILITIES**

Vendor #	Name	Address	City	St	Zip	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
086047	ADAM HASSEBROCK	1720 W FAIRFIELD DR	PENSACOLA	FL	32501	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
068969	ALEXANDER CARL SELMON DBA ACSIII	5443 BYRON ST APT C	MILTON	FL	32570	
077498	ALL PHASE CONSTRUCTION OF NW FL LLC	5340 BRIGHT MEADOW RD	MILTON	FL	32570	Y
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
086284	ARROWHEAD CONTRACTING INC	504 W INTENDENCIA	PENSACOLA	FL	32501	Y
071765	ATLAS BUILDERS GROUP	4366 AVALON BLVD	MILTON	FL	32583	
081043	BCK SPECUALTIES INC	1709 ANTIBES CIR	GULF BREEZE	FL	32563	
069786	BEAR GENERAL CONTRACTORS LLC	1216 N PALAFOX ST STE A	PENSACOLA	FL	32501	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BLVD	PENSACOLA	FL	32505	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
053457	BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
065013	BKW INC	8132 PITTMAN AVE	PENSACOLA	FL	32534	Y
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
065158	BOSS LADY CONCRETE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
022856	BROWN CONSTRUCTN OF NW FL INC	10200 COVE AVE	PENSACOLA	FL	32534	Y
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
049653	CHRISTOPHER C BARGAINEER CONCRETE CONSTRUCTION INC	6810 FIELDS LANE	PENSACOLA	FL	32505	Y
070475	CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC	5700 ALMAX COURT	PENSACOLA	FL	32506	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
007055	DAVIS MARINE CONSTRUCTION INC	8160 ASHLAND AVENUE	PENSACOLA	FL	32534	Y
062631	DOMINGUEZ DESIGN BUILD INC	4340 DEVEREUX DRIVE	PENSACOLA	FL	32504	Y
065871	ECSC LLC	8400 LITLE JOHN JUNCTION	NAVARRE	FL	32566	Y
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
055177	FLORIDA CONCRETE CONCEPTS INC	4432 ALANTHUS STREET	MILTON	FL	32583	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
004285	GREENHUT CONSTRUCTION COMPANY	23 SOUTH A STREET	PENSACOLA	FL	32501	
058714	GREG ALLEN CONSTRUCTION INC	5006 PERSIMMON HOLLOW RD	MILTON	FL	32583	Y
063457	GSI CONSTRUCTION CORP INC	2993 WALLACE LAKE ROAD	PACE	FL	32571	Y
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
044100	GULF BEACH CONSTRUCTION	1308 UPLAND CREST COURT	GULF BREEZE	FL	32563	Y

**FINAL VENDOR REFERENCE LIST
2023 CITY OF PENSACOLA COUNCIL CHAMBER RENOVATIONS
PUBLIC WORKS & FACILITIES**

Vendor #	Name	Address	City	St	Zip	SMWBE
069565	GULF COAST INDUSTRIAL CONSTRUCTION LLC	12196 HWY 89	JAY	FL	32565	Y
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
081690	GULF MARINE CONSTRUCTION, INC	1232 N PACE BLVD	PENSACOLA	FL	32505	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
080650	HARRIS INMAN CONSTRUCTN CO INC	3583 LAGUNA COURT	GULF BREEZE	FL	32563	
044713	HENRY HAIRE BUILDING & DEVELOPMENT INC	6341 HIGHWAY 90 STE B	MILTON	FL	32570	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
050070	JAMES A RICH JR DBA JAMES RICH BUILDERS INC	PO BOX 17173	PENSACOLA	FL	32522	
061665	JOY GORDON CONSTRUCTION LLC	1957 MEANDER CIRCLE	CANTONMENT	FL	32533	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
081795	LYNN, STEVEN W MCCULLOUGH AND SON	1104 FRETZ STREET	PENSACOLA	FL	32534	
021606	MANGUM, RON DBA RESIDENTIAL RENOVATION COMPANY INC	6299 WINDWOOD DRIVE	PENSACOLA	FL	32504	
062549	MCCORMICK, FRANK DBA MCCORMICK CONST & MGMT LLC	1153 LIONSGATE LANE	GULF BREEZE	FL	32563	
070661	MCDELT, LLC	4675 BALMORAL DRIVE	PENSACOLA	FL	32504	Y
016210	NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC	4238 GULF BREEZE PKWY	GULF BREEZE	FL	32563	Y
070765	PEN GULF INC	PO BOX 12916	PENSACOLA	FL	32591	Y
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS RD	MILTON	FL	32570	Y
064219	POE, JAMIN DBA P3 CONSTRUCTION & ENERGY SOLUTIONS LLC	321 N DEVILLIERS ST	PENSACOLA	FL	32501	
068488	PRO CONSTRUCTN LLC DBA FIRST ONSITE PRPTY RSTRTN/COMPLT DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
018305	R D WARD CONSTRUCTION CO INC	15 EAST HERMAN STREET	PENSACOLA	FL	32505	
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
086686	SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA ST	PENSACOLA	FL	32502	Y
057076	SUNRISE CONTRACTING SVCS INC	1509 JOHN CARROLL DRIVE	PENSACOLA	FL	32504	Y
086821	SUPERIOR ROW SERVICES LLC	15000 CITRUS COUNTY DR	PENSACOLA	FL	32523	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
086663	VALCOURT BUILDING SERVICES	195 LURTON STREET	PENSACOLA	FL	32505	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
021725	WHITESELL-GREEN INC	P O BOX 2849	PENSACOLA	FL	32513	
069212	YERKES SOUTH INC	634 LAKEWOOD RD	PENSACOLA	FL	32507	Y

Vendors: 74

TABULATION OF BIDS

BID NO: 24-005

TITLE: 2023 CITY OF PENSACOLA COUNCIL CHAMBER RENOVATIONS

Submittals Due: 11/28/2023, 2:30 P.M. Department: Public Works	BIGGS CONSTRUCTION CO., INC. Pensacola, FL	A. E. NEW, JR., INC. Pensacola, FL	JOY GORDON CONSTRUCTION, INC. Pensacola, FL	THE GREEN-SIMMONS CO., INC. Cantonment, FL
Base Bid	\$367,980.00	\$458,000.00	\$486,581.00	\$562,000.00

Rendering 1

shows dark wood laminate on auditorium seating



Rendering 2

shows dark wood laminate on auditorium seating





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-997

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

NOTICE OF INTENT TO AWARD FOR RFP NO. 23-022 STRATEGIC PLAN FOR CITY OF PENSACOLA

RECOMMENDATION:

That City Council approve the ranking of the selection committee and award a contract to GEHL Inc. for the Request for Qualification (RFP) No. 23-022 Strategic Plan for the City of Pensacola in the amount of \$125,000. Further, that City Council authorize the Mayor's Office to take actions necessary to execute and administer a contract, consistent with the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City recently issued a Request for Qualifications (RFP) for Strategic Planning for the City of Pensacola.

A selection committee was formed to review the written RFP responses, short list firms for oral presentations, receive the oral presentations, rank the firms, and provide a recommendation for award of contract to the second ranked firm. The Mayor's Office has stated that GEHL Studio, Inc's proposal was more clearly aligned with their expectations for the City's strategic plan as it relates to the following:

- Prioritizing the development of the waterfront
- Developing a city-wide economic model
- Improving the quality of life in the community over the next five to ten years

The Committee comprised of Tim Kinsella, previous Chair of the Mayor's Transition Team and City employees Kerrith Fiddler, Amy Lovoy, and Amy Miller, shortlisted four firms to make oral presentations: Berry, Dunn, McNeil & Parker, LLC, GEHL Studio, Inc., Vision First Advisors, LLC, and Baker Tilly US, LLP. Following the oral presentations, the committee ranked the firms and designated Berry, Dunn, McNeil & Parker, LLC and GEHL Studio, Inc. as the top ranked and most qualified firms responding to the RFP. Any firm that responded to the RFP and believed that the City has incorrectly selected another respondent for award was able to submit a written notice of protest to be received by the City on or before 10:00 A.M. on November 13, 2023. The City received no written notice of protest.

PRIOR ACTION:

January 19, 2023 – City Council adopted Supplemental Budget Resolution No. 2023-004 appropriating \$300,000 within the Office of the Mayor for the Citywide Strategic Plan

FUNDING:

Budget: \$300,000

Actual: \$125,000

Total: \$125,000

FINANCIAL IMPACT:

Funding in the amount of \$300,000 was appropriated in January 2023 and of that amount \$125,000 will be carried forward on an Unencumbered Carryover Resolution to be brought before City Council in the future.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Notice of Intent to Award
2. Final Vendor Reference List
3. Proposal Tabulations

PRESENTATION: No

FINANCIAL SERVICES
PURCHASING

MEMORANDUM

TO: Respondents to RFP #23-022 (Strategic Plan for City of Pensacola)

FROM: Dedria Lunderman, Purchasing Manager

DATE: November 6, 2023

SUBJ: Notice of Intent to Award - Revision

The selection committee forwarded their recommendation to the Mayor to award a contract to the first-ranked firm. After reviewing the recommendation, the Mayor intends to recommend for award of contract to the second-ranked firm. The Mayor's recommendation will be presented at a future City Council meeting. This memorandum serves as the City's revision of the previously issued Notice of Intent to Award.

- 1) Berry, Dunn, McNeil & Parker, LLC
- 2) **GEHL Studio, Inc.**
- 3) Vision First Advisors, LLC
- 4) Baker Tilly US, LLP

Section 10.06(c)2 of the City of Pensacola Purchasing Manual gives the Mayor the ability to add criteria to the selection process as warranted by each project. The Mayor has stated that Gehl Studio, Inc.'s proposal is more closely aligned with his expectations for the City's strategic plan as it relates to the following:

- prioritizing the development of the waterfront
- developing a city-wide economic model
- improving quality of life in the community over the five to ten years.

Within five (5) business days of the issuance of this notice, any firm that responded to the RFP and believes that the City has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the City on or before 10:00 A.M. on November 13, 2023. Protests must be delivered to:

Dedria Lunderman
Purchasing Manager
City Hall, 6th Floor
222 West Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the bidder, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

Thank you for your firm's submittal and interest in this project.

cc: Kerrith Fiddler, City Administrator, City of Pensacola

Submittal Due Date: 05/17/23

Bid No.: 23-022

**FINAL VENDOR REFERENCE LIST
STRATEGIC PLAN FOR CITY OF PENSACOLA
ADMINISTRATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
053982	4D ENVIRONMENTAL CONS	8916 SCENIC HILLS DRIVE	PENSACOLA	FL	32514	Y
063067	ADAMS, ALEXANDER W DBA ALPHA PLAN LLC	36 PALERMO AVENUE	CORAL GABLES	FL	33134	
026973	ATKINS NORTH AMERICA INC	P O BOX 409357	ATLANTA	GA	30384	
086384	BAKER TILLY US LLP	400 N ASHLEY DR STE 1600	TAMPA	FL	33602	
086385	BERRY DUNN MCNEIL & PARKER LLC	2211 CONGRESS STREET	PORTLAND	ME	04102	
086386	C4 STRATEGIES LLC	2609 LANIER ROAD	HAVANA	FL	32333	
080716	CDG ENGINEERS & ASSOCIATES LLC	1829 E THREE NOTCH STREET	ANDALUSIA	AL	36420	
022362	CH2M HILL INC	P. O. BOX 241329	DENVER	CO	80224	
044683	COMMUNITY ENTERPRISE INVESTMTS	302 NORTH BARCELONA STREET	PENSACOLA	FL	32502	
036805	CONCURRENT TECHNOLOGIES CORP	1233 WASHINGTON ST STE 1000	COLUMBIA	SC	29201	
083531	CORNERSTONE STRATEGIC PARTNERS	18801 NORTH DALE MABRY HWY	LUTZ	FL	33546	
072190	DPZ PARTNERS LLC	1023 SW 25TH AVENUE	MIAMI	FL	33135	
031027	DRMP INC	941 LAKE BALDWIN LANE	ORLANDO	FL	32814	
036720	E2 INC ECOLOGY AND ECONOMICS	2417 NORTHFIELD ROAD	CHARLOTTESVILLE	VA	22901	
086387	FUNKHOUSER & ASSOCIATES	24 CULROSS DRIVE	ROCKY POINT	NY	11778	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
086388	GEHL STUDIO INC	1211 FOLSOM STREET 4TH FLOOR	SAN FRANCISCO	CA	94102	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
083614	HALL PLANNING & ENGINEERG INC	POST OFFICE BOX 3577	TALLAHASSEE	FL	32315	
086382	HAND LAW	301 W BAY ST STE 1454-1	JACKSONVILLE	FL	32202	
054189	HAYES CONSULTING SERVICES LLC	P O BOX 796	CHIPLEY	FL	32428	
026222	HDR ENGINEERING INC	P O BOX 74008202	CHICAGO	IL	60674	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
048588	ICON CONTRACTING LLC	468 SOUTH FLORIDA AVE	TARPON SPRINGS	FL	34689	
058734	IMAGE DEVELOPMENT MARKETING GROUP DBA IDGROUP	300 EAST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
056512	IMPACT STRATEGIES LLC DBA IMPACT CAMPAIGNS	200 E GOVERNMENT ST STE 220	PENSACOLA	FL	32502	Y
076062	JAMES LIMA PLANNING & DEVELOPMENT	161 WEST 16TH STREET	NEW YORK	NY	10011	
028242	KIMLEY HORN & ASSOCIATES INC	421 FAYETTEVILLE ST STE 600	RALEIGH	NC	27601	
086389	LINNETT LOVING LLC	111 KING WILLIAM WOODS COURT	MIDLOTHIAN, VA	VA	23113	
036848	MACTEC ENGR & CONSULTING INC	9211 N DAVIS HWY	PENSACOLA	FL	32514	
018208	MGT OF AMERICA INC	3800 ESPLANADE WAY STE 210	TALLAHASSEE	FL	32311	
082807	MKSK INC	504 RHETT STREET	GREENVILLE	SC	29601	
036709	MOTT MACDONALD FLORIDA	P O BOX 358061	PITTSBURG	PA	15251	
075621	PATRICK ENGINEERING INC	4970 VARSITY DRIVE	LISLE	IL	60532	

Submittal Due Date: 05/17/23

Bid No.: 23-022

**FINAL VENDOR REFERENCE LIST
STRATEGIC PLAN FOR CITY OF PENSACOLA
ADMINISTRATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
086383	PLANNING NEXT	75 WEST THIRD AVENUE	COLUMBUS	OH	43201	
067589	RAFTELIS FINANCIAL CONSULTS INC	341 NORTH MAITLAND AVENUE	MAITLAND	FL	32751	
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	Y
072191	REDEVELOPMENT MANAGEMENT ASSOCIATES	2302 EAST ATLANTIC BOULEVARD	POMPANO	FL	33062	
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BOULEVARD SUITE 32	PENSACOLA	FL	32503	
036838	STOSS INC	51 MELCHER ST	BOSTON	MA	02210	
071928	T UNNELL SPANGLER & ASSOCIATES INC DBA TSW	1447 PEACHTREE ST NE STE 850	ATLANTA, GA	GA	30309	
026223	TBE GROUP INC DBA CARDNO TBE	380 PARK PLACE BLVD STE 300	CLEARWATER	FL	33759	
037050	THE CHESAPEAKE GROUP INC	8516 GREEN LANE	BALTIMORE	MD	21244	
036707	THE HOK PLANNING GROUP	235 PEACHTREE ST NE STE 500	ATLANTA	GA	30303	
086366	THE PLANNING COLLABORATIVE	2311 LEE STREET	LYNN HAVEN	FL	32444	
086390	THOMAS P MILLER & ASSOCIATES LLC	1630 N MERIDIAN ST STE 330	INDIANAPOLIS	IN	46204	
039280	URBAN DESIGN ASSOCIATES	3 PPG PLACE, 3RD FLOOR	PITTSBURGH	PA	15222	
086391	VISION FIRST ADVISORS LLC	3800 ESPLANADE WAY SUITE 195	TALLAHASSEE	FL	32311	
038546	VOLKERT INC	P O BOX 11407	BIRMINGHAM,	AL	35246	
000084	WEST FL REGL PLANNING COUNCIL DBA EMERALD COAST REGL COUNCIL	P O BOX 11399	PENSACOLA	FL	32524	
060839	WILLIAMS & ASSOCIATES PA	250 BEAUVOIR ROAD SUITE 1B	BILOXI	MS	39531	
041982	WOOD+PARTNERS INC	P O BOX 3906	TALLAHASSEE	FL	32315	

Vendors: 53

TABULATION OF PROPOSALS

RFP NO: 23-022**TITLE: STRATEGIC PLAN FOR CITY OF PENSACOLA**

Submittals Due:

05/17/23, 3:00 P.M.

Department:

Administration

Baker Tilly US, LLP
Carol Jacobs, Managing Director
400 North Ashley Drive, Suite 1600
Tampa, FL 33602
949-809-5588
carol.jacobs@bakertilly.com

Berry, Dunn, McNeil & Parker, LLC
Seth Hedstrom, Principal
2211 Congress Street
Portland, ME 04102
207-541-2212
207-774-2375
shedstrom@berrydunn.com

C4 Strategies, LLC
Charles T. Chapman, Owner
2609 Lanier Road
Havana, FL 32333
863-234-8983
charlestchapman4@gmail.com

Funkhouser & Associates
Mark Funkhouser
24 Culross Drive
Rocky Point, NY 11778
816-820-9752
mark@mayorfunk.com

GEHL Studio, Inc.
Anna Muessig, Director
1211 Folsom Street, 4th Floor
San Francisco, CA 94102
415-636-9130
anna@gehlpeople.com

Image Development Marketing Group
dba idgroup
Lindsey Braxton Shook
300 East Intendencia Street
Pensacola, FL 32502
850-438-7823
Fax: 850-438-7820
lindsey@idgrouppartners.com

TABULATION OF PROPOSALS

RFP NO: 23-022**TITLE: STRATEGIC PLAN FOR CITY OF PENSACOLA**

Submittals Due:

05/17/23, 3:00 P.M.

Department:

Administration

Linnett Loving, LLC
Evan Loving, Partner
111 King William Woods Court
Midlothian, VA 23113
703-869-1237
evan@linnettloving.com

Raftelis Financial Consults, Inc.
Julia Novak, Executive Vice President
341 North Maitland Avenue
Maitland, FL 32751
407-960-1806
Fax: 407-628-2610
jnovak@raftelis.com

Thomas P. Miller & Associates, LLC
Wendy Brewer, Senior Manager
1630 North Meridian Street, Suite 330
Indianapolis, IN 46204
740-350-5880
Fax: 317-894-5370
wbrewer@tpma-inc.com

T unnell, Spangler & Associates, Inc. dba TSW
Allison Stewart-Harris, Senior Associate
1447 Peachtree Street NE, Suite 850
Atlanta, GA 30309
404-873-6730
astewart-harris@tsw-design.com

Vision First Advisors, LLC
Gray Swoope, President & CEO
3800 Esplanade Way, Suite 195
Tallahassee, FL 32311
850-556-6900
gray.swoope@visionfirstadvisors.com



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1007

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

CITY OF PENSACOLA 2023 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT

RECOMMENDATION:

That City Council accept the City of Pensacola Affordable Housing Incentive Plan Review Report as submitted by the Affordable Housing Advisory Committee (AHAC) for submission to the Florida Housing Finance Corporation in accordance with Section 420.9076, Florida Statutes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Under Florida Statute 420.9076 and Chapter 67-37.010, the State Housing Initiatives Partnership (SHIP) Program requires the AHAC to annually review a local jurisdiction's Affordable Housing Incentive Plan and the impact of local policies and procedures, ordinances, land development regulations, and the comprehensive plan in order to recommend "specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value."

The AHAC has met regularly through 2023 to review the City of Pensacola and Escambia County's current incentive strategies and provide recommendations relative to the implementation of eleven incentive strategies specifically mentioned by Florida Statute or other affordable housing incentive strategies identified by the AHAC. On November 7, 2023, the AHAC held a public hearing and voted to recommend to the City Council the approval of the City's 2023 Affordable Housing Incentive Plan Review Report. Completion of this review process and acceptance of the Report by the local jurisdiction is a requirement for the City and County to continue to receive SHIP program funds from Florida Housing Finance Corporation (FHFC). The City jointly administers the SHIP program through an Interlocal Agreement with Escambia County.

PRIOR ACTION:

December 15, 2022 - City Council approved the 2022 City of Pensacola Affordable Housing

Incentive Plan Review Report

FUNDING:

N/A

FINANCIAL IMPACT:

Submission of the Report by December 31, 2023 to Florida Housing Finance Corporation and Florida Housing Coalition is required for continuance of SHIP funding.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No**STAFF CONTACT:**

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Interim Housing Director

ATTACHMENTS:

1. 2023 City Affordable Housing Incentive Plan Review Report

PRESENTATION: No

CITY OF PENSACOLA
2023 AFFORDABLE HOUSING INCENTIVE PLAN REVIEW REPORT
ESCAMBIA/PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE

1. BACKGROUND

The Sadowski Affordable Housing Act as approved by the Florida Legislature and codified as Chapter 420 of the Florida Statutes requires the development of an Affordable Housing Incentive Plan by all local governments electing to participate in the housing production and preservation initiatives authorized by the Act. Pensacola City Council, jointly with Escambia County Board of County Commissioners, appointed the members to serve on the Escambia-Pensacola Affordable Housing Advisory Committee (AHAC). The Escambia-Pensacola AHAC reviewed the implementation of the Affordable Housing Incentive Plan and determined the incentives are being implemented in accordance with the plan.

2. PURPOSE

The purpose of the Incentive Plan is to set out the deliberations and recommendations for monetary and non-monetary incentives targeting regulatory reform with respect to affordable housing including the evaluation of the established policies, procedures, ordinances, land development regulations and the comprehensive plan. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The Plan encompasses the specific recommendations of the AHAC all of which were voted upon and approved at a Public Hearing on November 7, 2023. This Plan details existing City Housing related policies/procedures to be undertaken by the City in support of affordable housing.

3. AFFORDABLE HOUSING INCENTIVES

INCENTIVE A: THE PROCESSING OF APPROVALS OF DEVELOPMENT ORDERS OR PERMITS, AS DEFINED IN S. 163.3164(7) AND (8), FOR AFFORDABLE HOUSING PROJECTS IS EXPEDITED TO A GREATER DEGREE THAN OTHER PROJECTS.

Discussion:

The City Inspection Services Department utilizes an online application process allowing for both convenience and safety. The City Housing Department, in cooperation with the Development Services Department, offers affordable housing developers an opportunity to apply for expedited permitting. The application is available on the City of Pensacola Housing, Development Services, One-Stop Development, and Planning Department webpages. Affordable housing documentation is required to fast track the permitting application.

Recommendation:

The incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis.

INCENTIVE B: THE MODIFICATION OF IMPACT FEE REQUIREMENTS, INCLUDING REDUCTION OR WAIVER OF FEES AND ALTERNATIVE METHODS OF FEE PAYMENT FOR AFFORDABLE HOUSING.

Discussion:

The City does not have impact-fee requirements. To support the creation and preserve sustainable affordable housing, the Comprehensive plan supports offering incentives for infill development, one of which is the liens waiver policy for affordable housing.

Recommendation:

This incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis. Review and update the City's lien waiver policy for affordable housing.

INCENTIVE C: THE ALLOWANCE OF FLEXIBILITY IN DENSITIES FOR AFFORDABLE HOUSING.

Discussion:

The City of Pensacola Comprehensive Plan and Land Development code allow flexibility in development density for residential developments. This is generally coordinated through predevelopment review meetings with developers through the Special Planned Development (SPD) process. Section 12-3-109 of the Land Development code specifically permits a residential bonus of not more than 25% or a density transfer of up to 50% of a donor site for new affordable housing construction projects.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis. Review the density bonus offering in conjunction with the City's LDC Assessment to encourage wider spread use for development of affordable housing. Support building height bonuses for affordable housing.

INCENTIVE D: THE RESERVATION OF INFRASTRUCTURE CAPACITY FOR HOUSING FOR VERY-LOW INCOME PERSONS, LOW-INCOME PERSONS, AND MODERATE-INCOME PERSONS.

Discussion:

Infrastructure capacity is not an issue for development of affordable housing within the urban area of the City as water, sewer, electricity, and roadways are more than adequate for concurrency. Additionally, all areas within the City's Community Redevelopment Areas are exempt from traffic concurrency.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review on an annual basis.

INCENTIVE E: THE ALLOWANCE OF AFFORDABLE ACCESSORY RESIDENTIAL UNITS IN RESIDENTIAL ZONING DISTRICTS.

Discussion:

Accessory dwellings are allowed in the City of Pensacola Comprehensive Plan and Land Development Code.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE F: THE REDUCTION OF PARKING AND SETBACK REQUIREMENTS FOR AFFORDABLE HOUSING.

Discussion:

The City may grant flexibility in setbacks through its Special Planned Development (SPD) process. Parking variances of up to 10% may be granted administratively by Development Services staff for developments that demonstrate unique circumstances.

Recommendation:

Continue the allowance of parking variances of up to 10% for developments that demonstrate unique circumstances, particularly for affordable housing developments. The AHAC will review the incentive on an annual basis.

INCENTIVE G: THE ALLOWANCE OF FLEXIBLE LOT CONFIGURATIONS, INCLUDING ZERO-LOT-LINE CONFIGURATIONS FOR AFFORDABLE HOUSING.

Discussion:

The City Land Development Code allows for administrative waivers for flexible lot configuration and provides for the use of zero-lot-line configurations in development of residential housing.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE H: THE MODIFICATION OF STREET REQUIREMENTS FOR AFFORDABLE HOUSING.

Discussion:

The SPD process provides a means for a developer to present modifications for street design. Pensacola City Council adopted by Resolution No. 29-12 in support of the complete street design concept.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE I: THE ESTABLISHMENT OF A PROCESS BY WHICH A LOCAL GOVERNMENT CONSIDERS, BEFORE ADOPTION, POLICIES, PROCEDURES, ORDINANCES, REGULATIONS, OR PLAN PROVISIONS THAT INCREASE THE COST OF HOUSING.

Discussion:

The review process is in place within the City. Review information and comments are provided by planning staff with input, as needed, by housing and community development staff for consideration by the policy makers.

Recommendation:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE J: THE PREPARATION OF A PRINTED INVENTORY OF LOCALLY OWNED PUBLIC LANDS SUITABLE FOR AFFORDABLE HOUSING DEVELOPMENT.

Discussion:

In accordance with F.S. 166.0451(1), as amended by the Live Local Act, on September 14, 2023 City Council adopted an updated inventory list by October 1, 2023 through Resolution 2023-059. Review and update policies related to the disposition of properties for affordable housing to provide a clear process for disposition of properties.

Recommendation:

This incentive is being implemented in accordance with the plan. The AHAC will review the incentive on an annual basis.

INCENTIVE K: THE SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS AND MAJOR EMPLOYMENT CENTERS AND MIXED-USE DEVELOPMENTS.

Discussion:

Development regulations support and encourage the location of affordable housing, including a priority for mixed use/mixed income, housing near transit stops/interchanges and employment/educational centers.

Recommendations:

This incentive is being implemented in accordance with the plan and no changes were recommended. The AHAC will review the incentive on an annual basis.

INCENTIVE L: OTHER AFFORDABLE HOUSING STRATEGIES IDENTIFIED BY THE AFFORDABLE HOUSING ADVISORY COMMITTEE.

Recommendations:

1. Provide a definition of “affordable housing” in the Land Development code, so affordable housing incentives provided by the City clearly identify targeted households.
2. Review ways that the City can encourage missing middle housing.
3. Review the feasibility of enacting a property tax exemption for properties with at least 50 units and dedicating at least 20% of the units for extremely low or very-low income households as allowed under the Live Local Act.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1025

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

2023 HOME INVESTMENT PARTNERSHIPS PROGRAM INTERLOCAL AGREEMENT WITH ESCAMBIA COUNTY

RECOMMENDATION:

That City Council approve the HOME Investment Partnerships (HOME) Program Interlocal Agreement with Escambia County providing for the City of Pensacola's participation in the HOME program to implement Homebuyer Assistance activities. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the 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:

The Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes contiguous local jurisdictions to enter into a Consortium for purposes of receiving funds and administering eligible activities under the HOME Investment Partnerships Program's regulations. The City of Pensacola and Escambia County originally entered into the HOME Consortium Interlocal Agreement in 1993 to create the consortium partnership. In 1999, a new HOME Consortium Interlocal Agreement was created to add Santa Rosa County and the City of Milton. This Consortium interlocal has been automatically reviewed every three years, most recently in June 2023. Escambia County serves as the Consortium lead. HOME funds must be used to support the production and preservation of affordable rental and owner-occupied housing as outlined in the Consortium's Consolidated and Annual Action Plans.

Annually, the City enters into an Interlocal Agreement with Escambia County to outline utilization of the current grant year funding. Allocations to each local government within the HOME Consortium are based on a formula prescribed by HUD. For the 2023 HOME Interlocal Agreement, the City has been allocated \$166,857 to support homebuyer assistance activities within the City of Pensacola as well as \$22,248 in administrative and operating funds. Additionally, the Agreement outlines City responsibilities for administration of Escambia County's HOME homebuyer program county-wide and provides project delivery costs to the

City to cover administration. Homebuyer assistance activities include down payment/closing cost assistance, principal mortgage reduction, or new construction to clients at or below 80% of area median income (AMI) to enable low-income homebuyers to purchase an attainable home.

The City of Pensacola is responsible for assuring compliance with all regulatory, statutory, and administrative requirements associated with HOME activities undertaken within the City limits. Escambia County, as the lead entity, acts as fiscal agent, provides limited administrative authority for the program's implementation, and maintains final approval authority with regard to the expenditure of HOME activity and administrative funds. Both jurisdictions cooperatively develop program policies, procedures, and actions required to implement the program.

PRIOR ACTION:

February 23, 2023 - City Council approved the 2022 HOME Interlocal Agreement with Escambia County

FUNDING:

Budget: \$166,857

FINANCIAL IMPACT:

The City's 2023 HOME allocation for City of Pensacola HOME projects is \$189,105 (comprised of \$166,857 for direct homebuyer assistance and \$22,248 in administrative funding). Additional administrative funding will be provided to the City by Escambia County as a project delivery fee for administration of Escambia County's homebuyer assistance program, up to \$12,500.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/21/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Meredith Reeves, Interim Housing Director

ATTACHMENTS:

1. 2023 HOME Interlocal Agreement

PRESENTATION: No

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS PROGRAM
(2023 Escambia Consortium HOME Grant M-23-DC-12-0225)**

THIS AGREEMENT is made and entered into by and between the **ESCAMBIA COUNTY**, a political subdivision of the State of Florida ("**ESCAMBIA COUNTY**"), with an administrative address of 221 Palafox Place, Suite 420, Pensacola, Florida 32502 and the **CITY OF PENSACOLA**, a municipal corporation created and existing under the laws of the State of Florida ("**CITY OF PENSACOLA**"), with an administrative address of 222 West Main Street, Pensacola, Florida 32502, for the purpose of receiving and administering activities in accordance with Title 24, Subtitle A, Part 92, Code of Federal Regulations, regulating funding provided through the federal HOME Investment Partnerships Program (hereinafter referred to as the "HOME Program" or the "Program") and the terms under which the City of Pensacola shall provide HOME Program eligible homebuyer assistance to eligible families residing within the City of Pensacola.

WITNESSETH:

WHEREAS, Escambia County and the City of Pensacola have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, both jurisdictions are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and, thereby, cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, the Cranston-Gonzalez National Affordable Housing Act of 1990 authorizes geographically contiguous local jurisdictions to form a consortium for purposes of receiving funds and administering activities in accordance with the HOME Investment Partnerships Program Regulations found at 24 C.F.R. Part 92 (CFDA # 14.239); and

WHEREAS, after executing the Escambia HOME Consortium Agreement on June 22, 1999, as extended by mutual agreement in June 2023, Escambia County and the City of Pensacola have determined that the provision of homebuyer assistance authorized by 24 C.F.R. §§92.205, 92.250, 92.251, and 92.252 is a high priority need in the City of Pensacola; and

WHEREAS, Escambia County desires to provide necessary limited administrative authority related to the delivery of HOME Program financed activities to the City of Pensacola, where the Pensacola Housing Department shall administer homebuyer assistance activities under the HOME Program.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and of the mutual benefits and for other good and valuable consideration, Escambia County and the City of Pensacola agree as follows:

SECTION 1. Purpose of the Agreement.

This Agreement provides the Mayor of the City of Pensacola the authority and concurrent responsibility required to implement homebuyer assistance activities in the City of Pensacola ("HOME Activities"), as provided for in the **2023 Escambia Consortium HOME Program Description** approved by the U.S. Department of Housing and Urban Development ("HUD"); and attached hereto as **EXHIBIT I** of this Agreement and incorporated herein by reference. The City of Pensacola shall have direct responsibility for ensuring full and complete compliance with all regulatory, statutory, and administrative requirements associated with the HOME Activities undertaken in the City of Pensacola according to provisions articulated in the National Affordable Housing Act of 1990 (Public Law 101-625), as amended, the HOME Program regulations (24 C.F.R. Part 92), and all HOME Activities related administrative directives as amended and published under authorization of HUD.

SECTION 2. Coordination.

The City of Pensacola agrees to cooperate fully with Escambia County and the Neighborhood Enterprise Division ("NED") of the Escambia County Neighborhood & Human Services Department in all actions related to the HOME Program and related HOME Activities. With regard to HOME Program fiscal matters, the City of Pensacola and its Housing Department, in cooperation with NED, shall provide detailed cost documentation and other information pertaining to the payment of HOME Activities assistance on behalf of eligible clients to the Office of the Clerk of the Circuit Court/Finance Division as required to fully establish the eligibility and validity of Program-funded expenditures.

SECTION 3. HOME Program Policies, Procedures and Requirements.

The City of Pensacola, the Pensacola Housing Department, Escambia County, and NED shall cooperate in the development of the policies, procedures and actions required to implement the HOME Activities in the City of Pensacola, and both parties agree that Escambia County shall have the final local approval authority as designated in the HOME Consortium Agreement currently in effect between the two jurisdictions with regard to the expenditure of HOME Program activity and administrative funds. The City of Pensacola shall ensure that the HOME Activities provided through the HOME Program funding referenced herein are administered in accordance with the governing regulations found at 24 C.F.R. Part 92, which have been provided to the City as evidenced by the acknowledgment included in **EXHIBIT II** of this Agreement and incorporated herein by reference, and the Consortium HOME Program Policies and Procedures Manual and the 2023 HUD Annual Action Plan. The City of Pensacola and Escambia County and their designated agents agree to cooperate and communicate fully with each other during the term of this Agreement to ensure the provision of HOME Activities for qualified lower income families, including the execution of any documents necessary to carry out the purposes of this Agreement.

Escambia County and the City of Pensacola shall adhere to all applicable federal, state, and county rules, regulations, and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the HOME Investment Partnerships Program Regulations. In the event of conflict between the governing regulations, the stricter interpretation shall govern. The City of Pensacola shall fully comply with the uniform administrative, fiscal, and project requirements stipulated in the above cited laws and regulations, and in such laws and regulations as may be referenced therein, to the extent applicable. Specific compliance with applicable provisions of Subpart H and Subpart K of 24 C.F.R. Part 92 shall be required at all times with respect to HOME Program funded aspects of the development. The County assumes Environmental Review obligations under 24 C.F.R. §92.352. The City will complete the Tier II Site Specific Checklist prior to the commitment of funds to an eligible project.

Escambia County and the City of Pensacola agree that all actions related to this Agreement shall be undertaken in accordance with applicable provisions of federal laws and regulations with regard to HOME Program assisted units. Such federal requirements include, but are not limited to: Equal Employment Opportunity laws, fair and equal access to housing, provisions prohibiting discrimination, "Section 3" program compliance, MBE/WBE utilization goals, affirmative marketing measures, Davis-Bacon Act labor standards provisions (for individual projects exceeding eleven HOME Program-assisted units), Contract Work Hours and Safety Standards Act, lead-based paint inspection and treatment requirements, conflict of interest provisions, anti-nepotism provisions, displacement and relocation assistance requirements, prohibition against the use of federally debarred or suspended contractors or sub-contractors, and flood insurance provisions. In executing this Agreement, the City of Pensacola certifies that it shall take all actions required to fully comply with said provisions of law. Federal Davis-Bacon Act prevailing wage rates and all related payroll reporting and compliance requirements shall not apply to this Agreement as each housing unit will be processed as a single unit.

SECTION 4. Funding.

a) City of Pensacola HOME Activities:

The maximum **2023** HOME Program funding available for HOME Activities to provide homebuyer assistance to documented eligible, low-income clients in the City of Pensacola shall be **\$166,857**. **EXHIBITS I and II** further detail the requirements associated with the project categories and regulations referenced therein

shall at all times govern the expenditure of funds referenced in this Agreement. HOME Program funds shall be utilized within these designated categories unless the funds are reallocated by formal amendment as mutually approved by Escambia County and the City of Pensacola.

b) City of Pensacola and Escambia County HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME Program related payments from the Escambia Consortium HOME Trust Fund (Fund 147) for Pensacola HOME Activities as based upon clear and proper documentation of individual HOME Program client eligibility and of all costs to be paid or reimbursed by Escambia County in support of Pensacola and Escambia County HOME Activities and HOME Program client eligibility. Payments shall either be made directly to the approved vendor by Escambia County or to the City of Pensacola to reimburse costs that are advanced by the City of Pensacola, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Department. The City of Pensacola Housing Department shall be programmatically and fiscally responsible for the accuracy, completeness and proper documentation of Pensacola and Escambia County HOME Activities, the eligibility of clients, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the Pensacola and Escambia County HOME Activities.

c) City of Pensacola HOME Program Local Match Requirement:

HUD HOME Program regulations require local cash matching in a minimum amount equal to twenty-five percent (25%) of the HOME Program allocation, excluding administrative funds. Based upon the Pensacola HOME Activities funding cited in Section 4(a) above, the City of Pensacola shall provide a minimum local match of **\$41,714.25** in non-federal funds. The City of Pensacola's local match may be provided through the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program as fiscally administered by Escambia County. Said matching funds shall be expended by the City of Pensacola for HOME Activities to provide homebuyer assistance for eligible units completed by the City of Pensacola under the terms and conditions of this Agreement and/or affordable housing for families with incomes at or below 80% of the Pensacola MSA median income adjusted for family size as defined by HUD. The County may also select to utilize HOME carry forward match balance as necessary. Local matching funds shall be expended during the term of this Agreement. Documentation of the expenditure of the required local matching funds shall be maintained by Escambia County through consultation with the City of Pensacola. In the event matching funds are not fully expended prior to the completion or termination of this Agreement, said remaining funds shall be expended in support of HOME Activities within the City of Pensacola, Florida.

d) HOME Administrative and Project Delivery Cost Payments:

In addition to HOME Program funds for HOME Activities, the City of Pensacola shall be entitled to payment for HOME Program related administrative services to support the City of Pensacola's HOME Activities homebuyer program in an amount not to exceed **\$22,248**, payable solely from funds currently available under the **2023 Escambia Consortium HOME Grant M-23-DC-12-0225**. Administrative services funds shall be paid by Escambia County through the Clerk of the Circuit Court/Finance Division to the City of Pensacola in twelve (12) equal monthly installments beginning with the month following the effective date of this Agreement. The City of Pensacola shall be responsible for ensuring documentation of proper expenditures of such administrative funds. The City of Pensacola shall be entitled to payment for HOME Program project delivery costs associated with the Escambia County's HOME Activities homebuyer program in an amount not to exceed **\$12,500**, payable solely from funds currently available under the **2023 Escambia Consortium HOME Grant M-23-DC-12-0225**. These project related costs shall be charged directly to the eligible homebuyer project and shall not exceed 10% of the direct HOME assistance provided to the eligible homebuyer. Said project related costs shall be billed to Escambia County within 30 days of the homebuyer closing date. Project delivery costs shall include processing of application for HOME assistance including income calculation and documentation, homebuyer and lender communications, URA notices, project specific environmental reviews, and preparation of closing documents. If costs are incurred by the City of Pensacola for Escambia County homebuyer projects that do not result in a HOME assisted unit, those costs are the financial responsibility of the City and will not be reimbursed by Escambia County.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2023 Escambia Consortium HOME Grant M-23-DC-12-0225** as provided by HUD. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD. Upon such occurrence, Escambia County and the City of Pensacola shall have no responsibility whatsoever for any payments beyond the costs directly paid or reimbursed by HUD. The Clerk of the Circuit Court/Finance Division shall retain fiscal control concerning the allowability of all payments for HOME Activities and related HOME Program administrative expenditures under this Agreement and shall disburse payments in accordance with the terms and conditions of this Agreement.

f) Program Income/Recaptured Funds:

Any HOME Program Income or recaptured funds received by the City of Pensacola will be returned to Escambia County not less than annually. Escambia County will remit the funds to Fund 147 and the HUD Integrated Disbursement and Information System (IDIS). Program Income funds will be utilized and disbursed in accordance with the applicable expenditure guidelines for the current fiscal year allocation as of the date said funds are remitted to Fund 147/IDIS. The City of Pensacola will be eligible to use 10% of its own generated program income as defined in 24 C.F.R. §92.503 for administrative purposes with the balance to be distributed to other eligible City of Pensacola HOME Activities.

SECTION 5. Administrative Authority.

Upon written authorization of the County Administrator, the City of Pensacola or the Pensacola Housing Department may be authorized to prepare and execute documents and requests required to enter (set-up) and revise City of Pensacola projects in the HUD Integrated Disbursement and Information System (IDIS). However, neither the City of Pensacola nor the Pensacola Housing Department shall be authorized to draw down HOME Program funds from the Escambia Consortium Letter of Credit. Draw down of HOME Program funding from the Escambia Consortium Letter of Credit shall be undertaken solely by personnel authorized by Escambia County to perform such functions.

SECTION 6. Program Records.

The City of Pensacola assumes responsibility for maintaining all records and documentation related to the City of Pensacola HOME Activities associated with this Agreement. Further, such records and necessary HOME Activities information shall be readily available to Escambia County, its representatives or designated agent(s), the U.S. Department of HUD or its authorized representatives, or other duly authorized parties requiring access to such records. The City of Pensacola shall ensure that such records are maintained in accordance with the governing federal regulations; and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The City of Pensacola shall cooperate with Escambia County to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.

SECTION 7. Liability.

Subject to any claim of sovereign immunity, each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. The City of Pensacola shall be directly responsible, legally and fiscally, for all matters related to the HOME Activities provided hereunder, including, but not limited to, compliance with HOME Program regulations; client intake and eligibility documentation; legal matters involving HOME Activities contracts, forms, certifications, specifications, bidding processes; and other actions in connection with proper implementation of HOME Activities according to **EXHIBITS I and II** hereto.

SECTION 8. Notices.

All notices to be made hereunder shall be in writing and shall be served either personally or by deposit with the U.S. Postal Service, certified mail, return receipt requested or by deposit with Federal Express or other nationally recognized overnight courier service, postage pre-paid and addressed to the following:

Garett Griffin, Division Manager
Neighborhood Enterprise Division
221 Palafox Place, Suite 305
Pensacola, Florida 32502
Phone: (850) 595-0022
E-mail: grgriffin@myescambia.com

D.C. Reeves, Mayor
City of Pensacola
P.O. Box 12910
Pensacola, Florida 32521
Phone: (850) 435-1626

Housing Department Director
City of Pensacola
P.O. Box 12910
Pensacola, FL 32501-0031
Phone: (850) 858-0350

All notices shall be deemed served when received, except that any notice mailed or deposited in the manner provided in this section shall be deemed served on the postmark date or courier deposit (pickup) date.

SECTION 9. Effective Date, Term, and Termination.

a) This Agreement shall become effective, after being properly executed by the parties, when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. Escambia County shall be responsible for such filing.

b) The term of this Agreement shall begin on **October 1, 2023**, and continue for a term of one (1) year from said date or until all of the subject **2023 HOME Program funds** are fully expended and **2023 Escambia Consortium HOME Grant M-23-DC-12-0225** is officially closed. Escambia County shall have the right to immediately terminate this Agreement and immediately cease all payments related thereto in the event of termination or cancellation of said funding by HUD as provided in Section 4(e) above.

c) Pursuant to 24 C.F.R. §92.500(d)(1), the City of Pensacola shall endeavor to expend its **2023 HOME Program funds** by **September 30, 2031**. If the City of Pensacola cannot expend its HOME Program funds by this date, the City of Pensacola will provide Escambia County with written notice on or before October 1, 2030, and Escambia County will re-program funds per the Citizen Participation Plan to other HOME Activities within the Escambia Consortium in order to avoid recapture of funds by HUD.

SECTION 10. Nepotism.

The City of Pensacola and Escambia County agree to abide by the provisions of Section 112.3135, Florida Statutes, incorporated herein by reference, pertaining to nepotism in its performance under this Agreement.

SECTION 11. Civil Rights and Anti-Discrimination.

a) The City of Pensacola agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against their employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are incorporated by reference herein.

b) All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, color, familial status, disability, religion, or national origin. The City of Pensacola accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder by its elected officials and officers, employees, agents, and representatives.

c) The City of Pensacola will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age or disability. Such action shall include but not be limited to the following: employment; 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 City of Pensacola agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

SECTION 12. Understanding of Terms.

a) This Agreement is executed in Escambia County, Florida; and shall be construed under the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the Escambia County, Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

b) It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

c) Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SECTION 13. Public Records.

The parties acknowledge that this Agreement 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. The parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, the parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the City of Pensacola fails to abide by the provisions of Chapter 119, Florida Statutes, Escambia County may, without prejudice to any other right or remedy and after giving seven days written notice, during which period the City of Pensacola still fails to allow access to such documents, terminate the Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have made and executed this Agreement on the respective dates under each signature.

**ESCAMBIA COUNTY, a political subdivision
of the State of Florida**

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

[SEAL]

By: _____
Steven Barry, Chairman

BCC Approved: _____

Date: _____

Approved as to form and legal sufficiency.

By: Kristin D. Hual
Title: Deputy County Attorney
Date: November 21, 2023

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

ATTEST:

Ericka L. Burnett, City Clerk

(SEAL)

By: _____
D. C. Reeves, Mayor

Date: _____

APPROVED AS TO CONTENT:

City of Pensacola Housing Director

LEGAL IN FORM AND VALID AS DRAWN:

City Attorney

EXHIBIT I

2023 ESCAMBIA CONSORTIUM HOME PROGRAM DESCRIPTION 2023-2024 HOME PROGRAM PROPOSED BUDGET AND ACTIVITIES

ESCAMBIA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$515,843

Provide assistance for low/moderate income families through Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 3 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (unincorporated Escambia County)

HOMEBUYER ASSISTANCE

\$125,000

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 12 families. (Escambia County)

CITY OF PENSACOLA:

HOMEBUYER ASSISTANCE

\$166,857

Provide down payment/closing cost, second mortgage (gap financing) assistance, or new construction through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 4-8 families. (City of Pensacola)

SANTA ROSA COUNTY:

SUBSTANTIAL HOUSING REHABILITATION/RECONSTRUCTION

\$67,365

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated. (Santa Rosa County)

HOMEBUYER ASSISTANCE

\$200,000

Provide down payment/closing cost or second mortgage (gap financing) assistance, through Deferred Payment or Low Interest Loans to enable low/moderate income homebuyers to purchase an affordable home. It is estimated that this funding will assist 5-10 families. (Santa Rosa County)

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE)

\$215,014

Provide low interest and/or deferred loan assistance to designated Community Housing Development Organizations (CHDO's) for development of affordable single family units for homeownership or affordable rental units either through new construction or acquisition and rehab of substandard units.

ADMINISTRATION/MANAGEMENT (JOINT)

\$143,342

Provides for oversight, management, monitoring and coordination of financial and general administration of the HOME Program in all participating jurisdictions.

TOTAL 2023 HOME FUNDS AVAILABLE TO THE CONSORTIUM:

\$ 1,433,421

(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2023 HOME FUNDS PROPOSED BUDGET:

\$1,433,421

EXHIBIT II

HOME INVESTMENT PARTNERSHIPS PROGRAM REGULATIONS (24 C.F.R. PART 92)

THIS EXHIBIT CONTAINS PERTINENT EXCERPTS FROM THE HOME INVESTMENT PARTNERSHIPS ACT FINAL RULE AS PUBLISHED BY THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. THIS EXHIBIT IS FOR REFERENCE ONLY. THEREFORE, THE ENTIRETY OF THE HOME RULE AT 24 C.F.R. PART 92; ALL AMENDMENTS TO THE RULE; AND ANY SUBSEQUENT AMENDMENTS TO THE RULE MUST BE CONSULTED TO DETERMINE PROGRAM COMPLIANCE AND PROCEDURAL REQUIREMENTS. A COMPLETE COPY OF THE TEXT OF 24 C.F.R. PART 92 HAS BEEN PROVIDED TO THE PARTY(IES) WITH RESPONSIBILITY FOR MANAGEMENT AND IMPLEMENTATION OF THIS CONTRACT AS EVIDENCED BY THE CERTIFICATION(S) CONTAINED IN THIS EXHIBIT.

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

The **CITY OF PENSACOLA, FLORIDA** will provide a drug-free workplace as follows.

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions.
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c) Providing each employee that is engaged in the performance of the grant with a copy of the statement required by paragraph (a).
- d) As a condition of employment under the grant, requiring employees to:
 - (1) Abide by the terms of the statement (referenced in paragraph a)); and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted;
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: **CITY OF PENSACOLA, FLORIDA**

Date:

Grant Program Name: HOME INVESTMENT PARTNERSHIPS ACT PROGRAM

Grant Number: _____

CITY OF PENSACOLA, FLORIDA shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

ADDRESS: City of Pensacola
Pensacola Housing Department
420 West Chase Street
Pensacola, Florida 32502

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above: Five (5)

SIGNED: _____

D.C. Reeves, Mayor
City of Pensacola

ANTI-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 federally 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 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, 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 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.

Signature: _____

Certifying Official
D. C. Reeves, Mayor
City of Pensacola

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Name: D. C. Reeves

Title: Mayor

HOME Investment Partnerships Act

(Project Name)

M-23-DC-12-0225

(Project Number)

Firm/Agency: City of Pensacola, Florida

Street Address: City of Pensacola Housing Department
420 West Chase Street
Pensacola, Florida 32502

FR 24.510 & 24 CFR Part 24

**CERTIFICATION OF RECEIPT OF HOME INVESTMENT
PARTNERSHIPS PROGRAM REGULATIONS (24 C.F.R. PART 92)**

I/We hereby certify and affirm that Escambia County has provided the City of Pensacola with a complete copy of the current U. S. HUD HOME Program Regulations (24 C.F.R. Part 92), copies of any amendments to the governing regulations, and related federal laws as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the regulations and understand the requirements which govern the HUD HOME Program financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the regulations or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the U. S. Department of Housing and Urban Development (HUD) for review and resolution.

Additionally, I/We have access to a complete copy of the HUD HOME Training Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

This certification is provided in lieu of including the entire text of 24 C.F.R. Part 92 in this Exhibit. I/We understand that additional copies of the entire text will be promptly provided upon written request directed to the County's designated Contract Manager.

CITY OF PENSACOLA

By:

D. C. Reeves, Mayor

Date: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00928

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Delarian Wiggins

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of \$500 to the Pensacola Omega Foundation, Inc., \$500 to Ecomfort, Inc. at the Epps Christian Center and \$600 for Transitioning Thru Trauma to Triumph 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.

In conjunction with the Omega Psi Phi Fraternity, the Pensacola Omega Foundation, Inc. engages in STEM initiatives that are designed to get students excited about science, technology, engineering and mathematics (STEM). Their program has the unique brand name of Omega STEM, and they inspire young minds of all ages to pursue technical careers. A STEM career focus will help students assemble the skills that are needed to prepare for jobs in coding, robotics, electronics, technology, energy and engineering. Additionally, they recognize the importance of the intellect in all matters pertaining to the advancement of humankind. As such, they made scholarship the foremost of the Fraternity's four Cardinal Principles: Manhood, Scholarship, Perseverance and Uplift. Funding will be used towards their STEM and Scholarship programs.

Ecomfort is the outreach branch of the Epps Christian Center. The mission of Ecomfort, Inc. is to reach out to the hungry, homeless and hurting in the community. The primary goal of Ecomfort is to improve individual and family's socioeconomic status. They plan to accomplish this goal by helping individuals increase their disposable income. Their soup kitchen programs receives and distributes over 60,000 pounds of food a month and gives away food to more than 7,000 people monthly. In 2018 they opened a resource center to help individuals receive

needed assistance with job applications, applying for assistance benefits and providing linkage services. Funding will be used towards the distribution of food for individuals and families.

Transitioning Thru Trauma to Triumph is a nonprofit organization committed to offering assistance for families looking to successfully re-enter the world as a single family home after leaving/surviving a domestic violence relationship. In an effort to promote healthy living, prevent and end homelessness to such families, they offer resources such as education, counseling, advocacy and financial support. Funds will be used towards their annual Christmas Drive which will gift four families with Christmas gifts.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy

FUNDING:

Budget:	\$ 7,443	FY 2024 District 7 Discretionary Funds
Actual:	\$ 500	Pensacola Omega Foundation, Inc.
	500	Ecomfort, inc.
	<u>600</u>	Transitioning Thru Trauma to Triumph
	<u>\$ 1,600</u>	

FINANCIAL IMPACT:

A balance of \$7,443 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of \$5,843 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 #: 23-985

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Chairperson for a period of one year, expiring December 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following have been nominated:

Nominee

Jennifer Brahier
Delarian Wiggins

Nominated by

Brahier
Moore

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board Chairperson annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Form - Brahier
2. Nomination Form - Wiggins
3. Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jennifer Brahier, City Council Member, do hereby
nominate Jennifer Brahier for appointment by the
City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

I have spent a year preparing, serving
my time as Vice Chair, a member of
the DIB, the Westside Redevelopment Board,
and the Eastside Redevelopment Board.
This would allow me to be immersed in
the majority of the CRA through this
next year.


City Council Member

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, FLORIDA

NOMINATION FORM

I TJred Moore, City Council Member, do hereby
nominate Delarian Wiggins for appointment by the
City Council for the position of:

**CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

Strong engegement with CRA as District 7
representative. Runs respectful, orderly meetings.
Familiarity with CRA issues.

TJred Moore
City Council Member

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

Ballot – Community Redevelopment Agency Board Chairperson

December 14, 2023

Term expiring December 2024

Chairperson

_____ Jennifer Brahier

_____ Delarian Wiggins

Vote for One

Signed: _____
City Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-986

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council President Casey Jones

SUBJECT:

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE
CHAIRPERSON

RECOMMENDATION:

That City Council appoint one member of the Community Redevelopment Agency Board as Vice Chairperson for a period of one year, expiring December 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following has been nominated:

Nominee

Allison Patton

Nominated by

Brahier, Moore

PRIOR ACTION:

City Council appoints the Community Redevelopment Agency Board Vice Chairperson annually.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Forms - Patton
2. Ballot

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jennifer Brahier, City Council Member, do hereby
nominate Allison Patton for appointment by the
City Council for the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

This allows Councilwoman Patton
an opportunity for a leadership
role focused on her district. She would
then be poised to moved into the
Chair position next year.


City Council Member

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Jared Moore, City Council Member, do hereby
nominate Allison Patton for appointment by the
City Council for the position of:

**VICE CHAIR
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

As District 6 representative, strong engagement
with the CRA. Detailed, comprehensive and respectful
handling of items.

Jared Moore
City Council Member

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

Ballot – Community Redevelopment Agency Board Vice Chairperson

December 14, 2023

Term expiring December 2024

Vice Chairperson

_____ Allison Patton

Vote for One

Signed: _____
City Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1058

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Council Member Teniadè Broughton

SUBJECT:

AWARD OF CONTRACT -- BID #24-001, MALCOLM YONGE GYM DEMOLITION

RECOMMENDATION:

That City Council approve the Community Redevelopment Agency (CRA) Board recommendation to award the contract for Bid NO. 24-001 to Jobe's Dirt Works, LLC of Baker, Florida, the lowest and most responsive and responsible bidder, for a base price of \$49,232.50 plus a 20% contingency in the amount of \$9,846.50 for a total contract of \$59,079.00.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In March of 2023, Macolm Yonge Gym was closed due to safety concerns. After the closure, the City obtained a structural assessment of the building that confirmed it was structurally unsound and required substantial repair.

Due to the age and condition of the building, it was recommended the building be demolished and the site redeveloped. Bid No. 24-001 was solicited on October 6, 2023, to demolish the former gym building. The scope of work includes demolition, material removal and site cleanup. Seven (7) responsive bids were received. Jobe's Dirt Work LLC provided the lowest and best responsive bid.

PRIOR ACTION:

September 11, 2023 -- The CRA discussed the redevelopment of Malcolm Yonge Gym
December 11, 2023 -- The CRA awarded the contract to Jobe's Dirt Works, LLC

FUNDING:

Budget: \$59,079.00

Actual: \$49,232.50 Construction Contract
\$ 9,846.50 Contingency (20%)

Total: \$59,079.50

FINANCIAL IMPACT:

Funding in the amount of \$50,079.00 is available in the CRA fund under the Acquisition & Redevelopment line item and will be brought forward into FY24 with the adoption of the Unencumbered Carryover Supplemental Budget Resolution during the January CRA & City Council Meetings.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Victoria D'Angelo, CRA Division Manager

ATTACHMENTS:

1. Bid No. 24-001 Bid Tabulation
2. Bid No. -24-001 Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 24-001
TITLE: MALCOLM YONGE GYMNASIUM BUILDING DEMOLITION CONTRACT

Submittals Due: 11/06/2023, 2:30 P.M.	JOBE'S DIRT WORKS LLC	CROSS ENVIRONMENTAL SERVICES, INC.	CHIVERS CONSTRUCTION, INC.	A.E. NEW, JR., INC.	SHAFFER CONSTRUCTION	VIRGINIA WRECKING CO., INC.	BIGGS CONSTRUCTION COMPANY, INC.
Department: CRA	Baker, FL	Ft Walton Beach, FL	Pensacola, FL	Pensacola, FL	Pace, FL	Daphne, AL	Pensacola, FL
Base Bid	\$49,232.50	\$78,700.00	\$83,300.00	\$84,000.00	\$86,000.00	\$92,143.00	\$99,847.00

Submittal Due Date: 11/06/23

Bid No.: 24-001

FINAL VENDOR REFERENCE LIST
MALCOLM YONGE GYMNASIUM BUILDING DEMOLITION CONTRACT
CRA

Vendor	Name	Address	City	St	Zip Code	SMWBE
004632	A E NEW JR INC	460 VAN PELT LANE	PENSACOLA	FL	32505	
067544	AFFORDABLE CONCRETE & CONSTRUCTION LLC	4089 E JOHNSON AVE	PENSACOLA	FL	32515	Y
046667	ALFRED BURGENDORF LLC DBA A & B DOZING LLC	2172 W NINE MILE RD PMB 158	PENSACOLA	FL	32534	
068495	ANDALA ENTERPRISES INC	641 BAYOU BOULEVARD	PENSACOLA	FL	32503	
036997	BELLVIEW SITE CONTRACTORS INC	3300 GODWIN LANE	PENSACOLA	FL	32526	Y
046668	BERRY CONSTRUCTION CO OF	4391 STEPHENS ROAD	PACE	FL	32571	
038068	BIGGS CONSTRUCTION CO INC	2510 NORTH PACE BOULEVARD	PENSACOLA	FL	32505	Y
063759	BILL MCBRIDE CONSTRUCTION LLC	320 WEST LLOYD STREET	PENSACOLA	FL	32501	Y
053457	BIRKSHIRE JOHNSTONE LLC	PO BOX 30580	PENSACOLA	FL	32503	
070527	BLOWERS, BENJAMIN DBA INNOVIS USA LLC	5540 LEESWAY BLVD	PENSACOLA	FL	32504	
067318	BLUE WATER CONSTRUCTION & LANDSCAPING INC	2314 S HWY 97	CANTONMENT	FL	32533	Y
026898	BONTRAGER BUILDER GROUP INC	223 W GREGORY STREET	PENSACOLA	FL	32502	
065158	BOSS LADY CONCREATE CO LLC	5801 CLEARWATER AVENUE	PENSACOLA	FL	32505	Y
073150	BROOKS REMEDIATION	2561 COVE ROAD	NAVARRE	FL	32566	
041503	BROWN, AMOS P JR DBA P BROWN BUILDERS LLC	4231 CHERRY LAUREL DRIVE	PENSACOLA	FL	32504	Y
078639	C W ROBERTS CONTRACTING INC	4375 MCCOY DRIVE	PENSACOLA	FL	32503	
042045	CHIVERS CONSTRUCTION INC	801 VIRECENT ROAD	CANTONMENT	FL	32533	
039797	CONTAINERS INC DBA CONTAINERS INC OF N W FLORIDA	372 MILSTEAD ST	PENSACOLA	FL	32503	
058961	CONTRACTOR SERVICES LLC	3044 EAST KINGSFIELD ROAD	PENSACOLA	FL	32514	
032452	CROSS ENVIRONMENTAL SVCS INC	P O BOX 1299	CRYSTAL SPRINGS	FL	33524	
023733	D H GRIFFIN WRECKING CO INC	P O BOX 7037	PENSACOLA	FL	32534	
033554	D K E MARINE SERVICES	P O BOX 2395	PENSACOLA	FL	32513	Y
066984	DELTA CONTRACTORS	1238 FINLEY DRIVE	PENSACOLA	FL	32514	
066983	DEMOLITION PROS LLC	366-B AIRPORT BLVD	PENSACOLA	FL	32503	Y
056603	DESIGN HOMEBUILDERS INC	2460 BLUFFS CIRCLE	PENSACOLA	FL	32503	
056607	DN BOBCAT	7004 NAVARRE PARKWAY	NAVARRE	FL	32566	
086049	DPF FL LLC DBA JDOG JUNK REMOVAL & HAULING PCOLA	391 MAN'O'WAR COURT	CANTONMENT	FL	32533	
086264	ECO GARDENS LANDSCAPING INC	PO BOX 1508	GULF BREEZE	FL	32562	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
048528	EMPIRE BUILDERS GROUP INC	3217 TALLSHIP LANE	PENSACOLA	FL	32526	Y
032038	EVANS CONTRACTING INC	400 NEAL ROAD	CANTONMENT	FL	32533	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
050495	GB GREEN CONSTRUCTION MGMT & CONSULTING INC	303 MAN'O'WAR CIRCLE	CANTONMENT	FL	32533	Y
053862	GFD CONSTRUCTION INC	8771 ASHLAND AVE	PENSACOLA	FL	32514	
087176	GLE	2610 NW 43RD ST 2A	GAINESVILLE	FL	32606	
000591	GULF ATLANTIC CONSTRUCTORS INC	650 WEST OAKFIELD RD	PENSACOLA	FL	32503	Y
018636	GULF COAST BUILDING CONTRACTORS INC	1010 N 12TH AVE STE 201	PENSACOLA	FL	32501	Y

Submittal Due Date: 11/06/23

Bid No.: 24-001

**FINAL VENDOR REFERENCE LIST
MALCOLM YONGE GYMNASIUM BUILDING DEMOLITION CONTRACT
CRA**

Vendor	Name	Address	City	St	Zip Code	SMWBE
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
036662	H H H CONSTRUCTION OF NWF INC	8190 BELLE PINES LANE	PENSACOLA	FL	32526	
070385	HANTO & CLARKE GENERAL CONTRACTORS LLC	1401 EAST BELMONT STREET	PENSACOLA	FL	32501	
047672	HRC ROOFING & CONSTRUCTION INC DBA HRC CONSTRUCTION	5675 HWY 90 SUITE #B	MILTON	FL	32583	
002923	HUEY'S WORKS	1206 N "W" STREET	PENSACOLA	FL	32505	Y
074292	INFRASTRUCTURE SPECIALTY SERVICES INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
084618	ISS AMERICA SOUTH INC	2251 NORTH E STREET	PENSACOLA	FL	32501	
050070	JAMES A RICH JR DBA JAMES RICH BUILDERS INC	PO BOX 17173	PENSACOLA	FL	32522	
051744	JOBE'S DIRT WORKS LLC	1158 HWY 90 WEST	HOLT	FL	32564	
053161	JONBUILT INC	PO BOX 5482	NAVARRE BEACH	FL	32566	
043857	KBI CONSTRUCTION CO INC	9214 WARING RD	PENSACOLA	FL	32534	
024819	KEENAN & SONS INC	3250 W FAIRFIELD DR	PENSACOLA	FL	32505	
044890	KLEPAC ENGINEERING & CONTRACTING, LLC	10305 BRISTOL PARK ROAD	CANTONMENT	FL	32533	
010677	LARRY HALL CONSTRUCTION INC	4740 WOODBINE ROAD	PACE	FL	32571	Y
068161	LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC	9655 SOUTH TRACE ROAD	MILTON	FL	32583	Y
060298	LESCO GROUP INC DBA LESCO ENVIRONMENTAL SERVICES	PO BOX 362	CANTONMENT	FL	32533	
051373	LUKER BUILDERS INC	5265 JOANNA PLACE	PACE	FL	32571	
058801	M & H CONSTRUCTION SVCS INC	1161 W 9 1/2 MILE RD	PENSACOLA	FL	32534	Y
059406	MADRIL BUILDERS LLC	1965 STOUT ROAD	CANTONMENT	FL	32533	
069799	MAVERICK DEMOLITION OF NW FLORIDA INC	2355 SUMMIT BLVD	PENSACOLA	FL	32503	
031023	MILLIGAN FORD UNLIMITED INC	3160 TUNNEL ROAD	PACE	FL	32571	Y
073522	MOORE BETTER CONTRACTORS, INC	1721 EAST CERVANTES STREET	PENSACOLA	FL	32501	Y
066985	NORTH STAR DEMO & REMEDIATN LP	450 VAN PELT LANE	PENSACOLA	FL	32505	
049113	O'DANIEL MARINE CONSTRUCTION INC	1165 SUNSET LANE	GULF BREEZE	FL	32563	
049009	PARRIS CONSTRUCTION CO LLC	3636 N L ST BLDG C STE D	PENSACOLA	FL	32505	Y
058953	PARSCO LLC	700 N DEVILLIERS STREET	PENSACOLA	FL	32501	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
073174	PERRITT, CHRIS LLC	5340 BRIGHT MEADOWS ROAD	MILTON	FL	32570	Y
033922	PHILLIPS & JORDAN	41 N JEFFERSON STE 401	PENSACOLA	FL	32502	
068488	PRO CONSTRUCTN LLC DBA FIRST ONSITE PRPTY RSTRTN/COMPLT DKI	511 WYNNEHURST STREET	PENSACOLA	FL	32503	Y
049671	RADFORD & NIX CONSTRUCTION LLC	7014 PINE FOREST ROAD	PENSACOLA	FL	32526	Y
001681	RANDALL, HENRY DBA RANDALL CONSTRUCTION	1045 S FAIRFIELD DRIVE	PENSACOLA	FL	32506	
056449	ROBERSON, ROBERT DBA R2R ENTERPRISES LLC	8290 SEDGEFIELD DRIVE	PENSACOLA	FL	32507	
046042	ROYALTY LLC DBA ROYALTY MANAGEMENT LLC	1765 E NINE MILE ROAD #1-104	PENSACOLA	FL	32514	Y
058753	SAILWIND CONSTRUCTION INC	7 GILMORE DRIVE	GULF BREEZE	FL	32561	Y
042044	SALTER/3C'S CONSTRUCTION CO	4512 TRICE RD	MILTON	FL	32571	
086686	SHAFFER CONSTRUCTION	4661 E SPENCER FIELD RD	PACE	FL	32571	

Submittal Due Date: 11/06/23

Bid No.: 24-001

**FINAL VENDOR REFERENCE LIST
MALCOLM YONGE GYMNASIUM BUILDING DEMOLITION CONTRACT
CRA**

Vendor	Name	Address	City	St	Zip Code	SMWBE
024992	SNELLGROVE CONSTRUCTION INC	P O BOX 34340	PENSACOLA	FL	32507	
035108	SOUTHEASTERN CONSTRUCTION INC	504 WEST INTENDENCIA STREET	PENSACOLA	FL	32502	Y
052830	TACOMA CONSTRUCTION LLC DBA TARTAN CONSTRUCTION	4051 FLORIDATOWN RD	PACE	FL	32571	
028060	THE GREEN SIMMONS COMPANY INC	3407 NORTH W STREET	PENSACOLA	FL	32505	
062939	THREE TRADE CONSULTANTS	5690 JEFF ATES RD	MILTON	FL	32583	Y
058764	URBAN INFILL CORPORATION	P O BOX 4387	PENSACOLA	FL	32507	
025254	VIRGINIA WRECKING CO INC	P O BOX 156	STAPLETON	AL	36578	
030317	W P R INC	4175 BRIARGLEN RD	MILTON	FL	32583	Y
047084	WADDELL HOMES INC	5876 NORTH BLUE ANGEL PARKWAY	PENSACOLA	FL	32526	
032732	WALLER, DONALD DBA NORTHCOAST CONTAINER INC	2325 MID PINE CIRCLE	PENSACOLA	FL	32514	
041432	WATERS GENERAL CONTRACTORS INC	10070 SCENIC HWY	PENSACOLA	FL	32514	Y
051237	WATSON, ALFRED DBA ALFRED WATSON CONSTRUCTION LLC	4007 NORTH "W" STREET	PENSACOLA	FL	32505	Y
051855	WHITE CONSTRUCTION & RENOVATN INC	2000 MATHISON ROAD	CANTONMENT	FL	32533	

Vendors: 87



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00905

City Council

12/14/2023

PUBLIC HEARING

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES

RECOMMENDATION:

That City Council conduct a Public Hearing on December 14, 2023, to consider the proposed amended to Section 12-3-121 of the Code of the City of Pensacola, Florida, Development Standards and Guidelines; creating Section 12-3-121(d)(9), Building Height Bonuses.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The Mayor's Office is requesting an amendment to Sec. 12-3-121 of the Land Development Code to provide a provision for building height bonuses. The request is to add subsection (9) which would provide the option for building height bonuses above the limit otherwise established by a zoning district, so long as the overall height of the building does not exceed 150 feet. This bonus would be in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Additionally, standards for approval have been provided and all applications would be subject to review and approval by the City's Planning Board.

At the October 10, 2023, Planning Board Meeting, the Board unanimously recommended approval of the proposed ordinance, amended to require that, "Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):".

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/13/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Planning Board Minutes - October 10, 2023
2. Proposed Ordinance No. 22-23
3. Business Impact Estimate

PRESENTATION: No



MINUTES OF THE PLANNING BOARD
October 10, 2023

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Sampson, Board Member Van Hoose, Board Member Powell

MEMBERS ABSENT: None

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Development Services Director Morris, Digital Media Specialist Johnston, Executive Assistant Chwastyk, Assistant City Clerk Tice

STAFF VIRTUAL: None

OTHERS PRESENT: Brian Spencer, Paul Battle

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 12, 2023
- **New Business:**
- Swearing in Reappointments
- Request for Final Plat Approval -Javelin Landing Subdivision – Lansing Drive – Zone C-1
- Proposed Amendment of the Land Development Code – Building Height Bonuses
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. Board Member Powell was sworn in by Assistant City Clerk Tice.

Approval of Meeting Minutes – Board Member Van Hoose made a motion to amend the September 12, 2023 minutes. For the request for a license to use the city right of way at 801 E. Gregory Street item, Board Member Van Hoose stated that the board did provide

the applicant with several alternatives and would like for the following line to be added – The board did offer several suggestions although Chairman Ritz made it clear that the board was not required to do so. **Board Member Grundhoefer seconded the motion, and it carried 5:0 with Board Member Villegas recusing since she was not present at the September meeting.**

New Business –

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Applicant was given time by Chairperson Ritz to arrive, moved on to the next item and will come back to request for Final Plat Approval.

Proposed Amendment of the Land Development Code – Building Height Bonuses

Assistant Planning & Zoning Manager, Harding introduced the item, The Mayor's Office is requesting an amendment to Sec. 12-3-121 of the Land Development Code to provide a provision for building height bonuses. The request is to add subsection (9) which would provide the option for building height bonuses above the limit otherwise established by a zoning district, so long as the overall height of the building does not exceed 150 feet. This bonus would be in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Additionally, standards for approval have been provided and all applications would be subject to review and approval by the City's Planning Board. Chairperson Ritz inquired of the tallest building height available per City Code, Assistant Planning & Zoning Manager, Harding explained that in commercial zoning districts you can build up to 100 feet at the property line, past the property line for every one foot you step back, you can go up three feet until you've reached the 150 feet. Chairperson Ritz clarified that they could build up to 150 feet at the property line if this amendment were in place versus the code currently. Chairperson Ritz stated historically most building heights we see in the city are 100 feet or lower and that the inclusion of density bonuses for affordable housing has been included for a while, but he personally hasn't seen it be used possibly because of cost. Assistant Planning & Zoning Manager Harding explained that commercial building height starts at the lowest habitable floor, parking decks would not contribute to the building height measurement so long as they did not contain habitable space. Board Member Grundhoefer asked if there were any building height bonuses for superior buildings, Assistant Planning & Zoning Manager Harding explained that currently there is not but if we wanted to exceed existing building height, the variance process is available. A discussion then started about the definition of superior buildings and that the planning board would review the applicant's presentation and would decide on if it is superior or not. Board Member Grundhoefer wanted clarification on what would come before the planning board, Assistant Planning & Zoning Manager Harding replied that it would be height bonuses and density bonuses that would come before them. Board Member Van Hoose inquired as to why it's necessary to go from 100 feet to 150 feet and if the city is losing any business due to the building height restrictions, Assistant Planning & Zoning Manager Harding explained that it would be better if Administration, who is considered the application, could answer her question, but that developers have inquired about how they could increase the building height allowances. Deputy City Administrator Forte addressed the board. He stated that this is not new language per say, but it mirrors off effective language already in the code. The City's goal is to modify codes

to properly incentivize wise growth management and help our bottom line which helps fund our various city departments and projects. This is also a way to allow for additional density without new land. Height variances are very hard to get because you are creating the hardship, that's why this height bonus is being brought before the board. A discussion then began regarding the infrastructure of the city and how these large structures with increased density will affect the infrastructure. That is something that Public Works is actively working on so that when these developments come before the planning board a Public Works representative will be able to speak on the matter. Also, the height can be higher than 150 feet if the if the bottom layers are strictly uninhabitable parking. These requests would be required to come before the board for approval. A discussion was then had regarding the various notifications used for items coming before the planning board. Brian Spencer addressed the board and gave his full support for the building height bonuses but suggested some sort of outline that provides the definition of superior designs for the benefit of the board. The board began a discussion about superior design standards and how specific they need to be. Assistant Planning & Zoning Manager Harding explained that in Section 12-3-121(d) it speaks to design guidelines. A new discussion began about what edits to make and where to make the edits. Assistant Planning & Zoning Manager Harding listed some of the design standards in the amendment such as, building design, architectural elements, architectural context, human scale, parking garages, rooftop mechanical equipment, blank walls, utilities and service areas, telephones and vending machines. The board then had a discussion pertaining affordable housing and the timeframe for affordable house. The board members felt secure in making a motion with the following language added, "Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d). **Board Member Villegas made a motion to approve with the language added, seconded by Board Member Powell and it carried 7:0.**

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Assistant Planning & Zoning Manager, Harding introduced the item, Rebol-Battle & Associates is requesting final plat approval for the Javelin Landing Subdivision located along Lansing Drive which is near the intersection of Lanier Drive and Creighton Road. These properties are located within the C-1 zoning district of which three (3) parcels will be subdivided into thirty (30) lots to accommodate single-family attached residences.

- Per Sec. 12-3-105: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 1.87 acres
- Maximum Density:
- Setback requirements: There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

There is a retention pond in the eastern boundary, everything south is commercial.

The preliminary plat was approved in September 2022. This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. There were late comments provided by FPL, the developers must stay outside the FPL transmission and/or distribution easement. Also, the developers must ensure they are outside of safety clearances from the existing

distribution and transmission facilities. The applicant did make their submissions before the required time limit. Paul Battle addressed the board and stated they had addressed the concerns that ECUA had and have all the required permits through ECUA, they have run new sewer lines, stormwater is to the east. **Board Member Powell made a motion to approve, seconded by Vice Chairperson Larson and it carried 7:0.**

Open Forum – none

Discussion – Gateway Redevelopment District

At the September 2023 Planning Board meeting, the board requested a discussion item to be placed on the next agenda related to the purpose and future of the Gateway Redevelopment District. Sec. 12-3-12 has been provided for reference which includes subsection 1, pertaining to the Gateway commercial corridor, and subsection 2, pertaining to the Aragon redevelopment area. The board had a discussion regarding the appearance issues with the Gateway Redevelopment District. They would like this corridor to be a beautiful entry into our city. Assistant Planning & Zoning Manager Harding suggested that solution could be to introduce a form-based code to this district, designed to create a unified theme. For example, such a form-based code could require all new development to be within a certain distance of the street, must have more a certain percentage of glazing or windows, must have certain architectural features, thematic hardscape types, etc. All these suggestions can and will be forwarded to the firm tasked with assessing our LDC. The report created by the firm will come before the planning board, so they will review it before it goes before city council. Assistant Planning & Zoning Manager Harding informed the board that staff sits in on these meetings and will be able to inform the firm the concerns of the planning board regarding the different gateways and entrance arteries that need improvement. The board had additional discussion regarding the parking decks in relation to building height.

Adjournment – With no further business, the Board adjourned at 4:09 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

PROPOSED
ORDINANCE NO. 22-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-121 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

- (a) *Purpose.* The requirements set forth in this section are intended to coordinate land development in accordance with orderly physical patterns; to implement goals, objectives and policies of the comprehensive plan; to provide for adequate access to building sites for ingress and egress; to improve the physical appearance of the city; and to preserve the environmental character of the city.
- (b) *Applicability.* This section shall be applicable to all new construction, additions to existing structures or additional structures on a developed site. For the purposes of this section, the term "shall" indicates a regulatory requirement or standard, and the term "should" indicates a suggested guideline that is not considered a regulatory requirement.
- (c) *Design standards.* Except where specific approval is granted by the city engineer and planning services department due to unique and peculiar circumstances or needs resulting from the size, configuration or location of a site requiring a modification of the standards as set forth below, the minimum standards shall be as follows:
 - (1) *Streets and rights-of-way.* Whenever public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches are to be constructed as part of any development after the effective date of this chapter, they shall be designed in accordance with the requirements of this subsection. Whenever existing public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches abutting a development do not meet the requirements of this subsection, the city engineer may require that they be improved to conform to these requirements.
 - a. *Driveway approaches and curb cuts.*

1. *Width (residential except multifamily).* In properties developed for residential use (except multifamily), curb cuts and driveway approach shall conform to the following requirements:

	Minimum Driveway	Maximum Driveway
Driveway	12 feet	24 feet
Joint-use driveway	20 feet	24 feet

2. *Width (residential multifamily).* Properties developed for residential multifamily use shall have curb cuts for driveways not less than 24 feet wide and not more than 40 feet wide.
3. *Width (nonresidential).* Properties developed for commercial use shall have curb cuts for driveways not less than 12 feet nor more than 40 feet wide.
4. *Distance from drainage inlet.* No curb cut shall be made within three feet of a drainage inlet.
5. *Spacing.* Where more than one curb cut is to be located on any single property, the minimum distance between such curb cuts on local streets shall be 42 feet, and on all arterial and collector streets shall be in accordance with the requirements set forth in subsection (c)(2) of this section.
6. *Number and location on midblock properties.* Except where specific approval is granted as provided above, there shall be no more than two curb cuts for the use of any single property fronting any single local street, and no more than one curb cut for the use of any single property fronting on any single arterial or collector.
7. *Number and location on corner properties.* Where property is located on a corner lot fronting more than one street, not more than one curb cut for the benefit of such property shall be made on each street except where specific approval is granted as provided above. Corner safety islands shall be provided at all corners and no curb cuts or driveway shall be constructed or maintained on the radius of any curved curbing nor closer to the point of curvature than 15 feet on a local street and not within 30 feet on the point of curvature of an intersecting arterial or collector street.
8. *Sidewalk section.* All driveway approaches constructed in areas of the city with existing or required sidewalks shall contain a sidewalk section of the width and grade and minimum construction standards established by the city engineer for sidewalks in such areas.
9. *Pavers.* Any new pavers to be set in the City right-of-way shall be underlain with six (6) inches of concrete.
10. *Removal.* All existing driveways or aprons not being reused shall be removed from the site.
11. *Joint use driveways.* No curb cut for a driveway approach shall be made within one foot of the extended side property line of the property to be serviced by the driveway unless a joint-use driveway for the two adjoining

properties shall be located on the common property line by written agreement running with the land, recorded in the public records of the county and signed by all the owners of the adjoining property using the common driveway. The execution of the said agreement must be notarized. The city engineer shall be authorized to require the establishment of joint-use driveways in connection with the reduction of the driveway spacing requirements of subsection (c)(1)a.5 of this section and of subsection (c)(2) of this section.

12. *Authority to alter curb cuts.* Where the use, convenience and necessity of the public require, the city engineer shall have the authority to order the owners or agents in charge of property adjacent to which curb cuts are maintained, to alter the curb cut in such manner as he or she shall find reasonably necessary under the circumstances. The notice required by this section shall require compliance by permittee within 30 days of such notice; be in writing; and be served upon permittee as required by law.
 13. *Right-of-way construction.* Nothing shall be constructed in the city's right-of-way without first obtaining either a right-of-way permit or a License-to-Use permit (LTU). Any work done in the city's right-of-way must meet the specifications of the city engineer and the city's standard details. It is the responsibility of the individual to ensure that they have the most recent city standard detail.
 14. *Duty to repair and replace.* Any existing curb or sidewalk, along the frontage of a parcel, which was damaged before or during construction shall be the responsibility of the property owner to repair or replace during construction.
- b. *Vehicular access for multifamily, office, commercial or industrial developments.* Direct or indirect vehicular access to local residential streets shall not be permitted, other than from corner lots, for the uses described above when adequate access is available from either collector or arterial streets.
 - c. *Dedication of streets and rights-of-way.* No site plan shall be approved unless it is accompanied by a dedication of all streets and rights-of-way that are required to be dedicated under this section. The exception to this is private streets, which shall be provided for by the developer in accordance with the requirements of section 12-3-61. Any land lying within a proposed development that is necessary to widen or extend local streets, arterials or collectors as required to meet city standards shall be dedicated.
 - d. *Street improvements.* All streets and public ways shall be paved and curbed in accordance with standards established by the city engineer and the following requirements:
 1. *Additional improvements for existing thoroughfares.* Where any existing arterial or collector lying within or abutting a proposed development requires construction of additional lanes or other improvements to meet the standards of the city engineer, the amount of construction required (or money escrowed) for such improvements shall be commensurate with the impact of the proposed development.
 2. *Missing arterial or collector links.* Where there are missing segments in the arterial or collector system or new arterials or collectors are to be

constructed that are designated in the comprehensive plan, such segments lying within or abutting the proposed development shall be improved (or money escrowed in an appropriate manner) by the developer along with other required improvements. Where such construction creates an undue hardship in a particular case, appeals are available in accordance with chapter 12-12.

3. *Traffic control devices.* Intersection improvements and traffic control devices such as acceleration, deceleration, and turning lanes, signalization devices, and other traffic control devices required by the development shall be installed at the developer's expense in accordance with the State of Florida Manual for Uniform Traffic Control Devices.
 4. *Improvements required to nearest acceptable paved public street.* Each development shall abut, or have as its primary access, a street improved to the minimum requirements of the city engineer. Wherever the abutting street does not meet these requirements, the developer shall construct the street where it abuts the development and to the nearest structurally acceptable paved public street as determined by the city engineer.
 5. *Street cut and patch.* The cut and patch of city streets shall comply with the city standard cut and patch detail. Should there be multiple adjacent patches, the entire road (width and length) shall be milled and overlaid in accordance with the city standard cut and patch detail. The contractor shall provide density testing results from a certified geotechnical laboratory for each cut and patch inspection prior to final approval.
- e. *Sidewalks.* For any new nonresidential, commercial, and industrial developments, all street frontages are required to have five feet (minimum) wide sidewalks with handicap ramps in the right-of-way adjacent to the proposed project. Proposed sidewalks shall be designed and constructed in accordance with the Florida Accessibility Code, City Standards, and any other state laws applicable to sidewalk design and construction. In addition, the physical location of the proposed sidewalks shall be depicted on the site plans submitted to the city.
- (2) *Driveway and curb cut design along arterial and collector streets.* Recognizing that the traffic movement function of arterial and collector streets can be compromised by the provision of unlimited access to individual properties. Whenever any building site will require vehicular access from an arterial or collector street as designated on the city's adopted Future Traffic Circulation Map, the development shall be designed in accordance with the requirements of this subsection.
- a. *Driveways and curb cuts.* In addition to any applicable driveway approach and curb cut requirements of subsection (c)(1) of this section, the following standards shall apply:
1. *Curb cut spacing.* The minimum distance between curb cuts on any one block face, whether or not such curb cuts are located on the same property, shall be based upon the posted speed of the thoroughfare, in accordance with the following schedule:

Posted Speed	Minimum Spacing
30 mph	125 ft.
35 mph	150 ft.
40 mph	175 ft.
45 mph	200 ft.
50+ mph	250 ft.

2. *Spacing reductions and joint-use driveways.* Where the existing configuration of properties and curb cuts in the vicinity of the building site precludes spacing of a curb cut access in accordance with the schedule above, the city engineer shall be authorized to reduce the spacing requirement if he or she finds that all of the following conditions have been met: wherever feasible, the city engineer shall require the establishment of a joint-use driveway serving two abutting building sites, with cross-access easements provided; the property owner shall agree to close and eliminate any pre-existing curb cuts on the building site after the construction of both sides of the joint-use driveway; and where feasible, the building site shall incorporate unified access and circulation in accordance with the requirements of subsection (c)(2)a.3 of this section.
 3. *Unified access and circulation.* The planning services director, in coordination with the city engineer, shall be authorized to designate cross-access corridors on properties adjacent to arterial or collector streets. Such designation may be made in connection with the approval of any site plan within the affected area, or as part of an overall planning program. The planning services director, in coordination with the city engineer, shall be authorized to modify the requirements of this subsection where he or she finds that abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area.
- (3) *Public facilities.* All developments shall be provided with sufficient utility easements including potable water, sanitary sewer, electric power and light, telephone, natural gas, cable television, and any other franchised utilities, including access for maintenance. Sufficient easements shall be provided for stormwater management facilities, including access for maintenance. All public and private street networks and parking lots shall be designed to allow easy access for solid waste disposal and emergency service vehicles. In addition to new development, any remodeling, enlargement, reconstruction or redesign of any existing building site for specific uses and within the gateway redevelopment district and the resource protection overlay districts shall require submittal of a drainage plan to ensure that stormwater management requirements are met pursuant to chapter 12-8.

- (4) *Private recreation and open space facilities for multifamily residential developments.* Multifamily residential developments, with the exception of those located within the boundaries of the city's dense business area, are required to reserve five percent of the total lot area for recreation and open space facilities. This land area requirement shall be provided in addition to the 20 percent landscaping area requirement established in section 12-6-4. In the event a buffer yard is required between the multifamily development and an adjacent single-family land use or zoning district, the buffer yard land area requirements may be credited toward the recreation/open space land area requirement.
- (5) *Solid waste disposal facilities for multifamily residential, nonresidential, office, commercial or industrial developments.*
- a. Dumpsters, centralized garbage storage areas, compactors and similar solid waste disposal facilities associated with the land uses described above shall not be allowed any closer than ten feet to either the property line or zoning district boundary line of a single-family or duplex residential development or zoning district.
 - b. Solid waste disposal facilities shall not be located within public street rights-of-way of arterial or collector streets in any zoning district, and they shall not be located within local street rights-of-way in mixed residential/office, residential/commercial or redevelopment zoning districts without the mayor's approval.
 - c. Solid waste facilities must be screened from adjoining property and from public view.
- (6) *Mechanical equipment.* Mechanical equipment for multifamily residential, nonresidential, office, commercial or industrial developments shall not be allowed any closer than ten feet to either the property line or zoning district boundary line of a single-family or duplex residential development or zoning district; and shall be screened from adjoining property and from public view. Roof-mounted electrical, mechanical, air conditioning and communications equipment shall be completely screened from adjacent properties and public view from the public right-of-way. The equipment screening shall be such that the equipment is not visible within a 200-foot radius. The radius shall be measured from the exterior side of the screen to a point ten feet above finished grade.
- (7) *Parking.*
- a. The city discourages construction of more than the minimum number of parking spaces required by this title, in order that more natural vegetation may be preserved and in order to control stormwater runoff in a more natural manner. Parking in excess of more than ten spaces or ten percent (whichever is greater) above the parking total dictated by chapter 12-4 will require an administrative waiver as described in this subsection (c).
 - b. The use of permeable paving materials is encouraged for use in parking lots, especially for "overflow" parking or parking spaces in excess of the requirements of this title.

Site design should minimize the impact of automobile parking and driveways on the pedestrian environment, adjacent properties and pedestrian safety.

- c. The following are some examples of techniques used to minimize the impacts of driveways and parking lots:
 - 1. Locate surface parking at the rear or side of the zoning lot.
 - 2. Break large parking lots into multiple smaller ones.
 - 3. Minimize the number and width of driveways and curb cuts.
 - 4. Share driveways with abutting zoning lots.
 - 5. Locate parking in less visible areas of the site.
 - 6. Locate driveways so they are visually less dominant.
 - 7. Provide special pavers or other surface treatments to enhance and separate pedestrian areas from vehicle maneuvering and parking areas.
 - 8. Parking located along a commercial street front where pedestrian traffic is desirable lessens the attractiveness of the area to pedestrians and compromises the safety of pedestrians along the street. On-site surface parking on a commercial street front should be minimized and where possible should be located behind a building.
- (8) *Building facade finish.* Metal curtain walls shall be limited to a maximum of 30 percent per elevation of a building in the R-2 and R-NC districts, 40 percent per elevation in the remaining commercial districts (with the exception of historic and special aesthetic districts which have their own guidelines for review), and 75 percent per elevation of a building in industrial districts. The remaining percentage of each facade elevation shall have a finish treatment. Planning board may grant requests to exceed this maximum standard on a case-by-case basis with consideration being given to developments that incorporate design guidelines suggested in this section and exhibit superior site design.
- (9) *Nonresidential site lighting.* Nonresidential and multiple-family developments shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed so as to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:
 - a. *Fixture (luminaire).* When feasible, the light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.
 - b. *Light source (lamp).* Only florescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

- c. *Mounting.* Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.
- d. *Limit lighting to periods of activity.* The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the planning services department to conserve energy, provide safety, and promote compatibility between different land uses.
- e. *Illumination levels.*
 - 1. All site lighting levels shall be designed per the most recent IESNA (Illumination Engineering Society of North America) recommended standards and guidelines.
 - 2. Minimum and maximum levels are measured on the pavement within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a not-to-exceed value calculated using only the area of the site intended to receive illumination.
 - 3. Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.
- f. *Excessive illumination.*
 - 1. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section.
 - 2. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line does not exceed 0.2 on adjacent residential sites, and 0.5 on adjacent commercial sites and public rights-of-way. These values may be adjusted based on unique and/or unusual needs of specific projects.
 - 3. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.
 - 4. Fixtures used to accent architectural features, landscaping or art shall be located, aimed or shielded to minimize light spill into the night sky.
 - 5. Reflectors and/or refractors within fixtures or fixtures with a top shield shall be utilized to assist in eliminating "sky glow."
- (d) *Design guidelines.* Most development in the city is located on infill or redevelopment sites; therefore, projects should take their surroundings into account. These recommended design guidelines are intended as suggested methods to improve the character and fit of new development and to encourage respect for how architecture, landscape features, and public improvements help establish context, and steadily improve the quality of the city's residential and commercial neighborhoods. These guidelines are intended for designers and developers to look closely at the area surrounding their specific project and create developments that enhance and complement the built and natural environment. The design guidelines are flexible in their application and may be applied to specific projects during review by city staff and any applicable review boards. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design. Use of the

following design guidelines is a means for addressing aesthetic and environmental concerns in the development process:

(1) Site planning.

- a. The construction of roads across isolated wetlands shall be limited, and any roads that are built should be constructed on pilings or with adequate culverts to allow the passage of flood waters.
- b. Runoff shall not be discharged directly into open waters. Vegetated buffers, swales, vegetated watercourses, wetlands, underground drains, catch basins, ponds, porous pavements and similar systems for the detention, retention, treatment and percolation of runoff should be used as appropriate to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle and remove pollutants.
- c. Natural watercourses shall not be filled, dredged, cleared, deepened, widened, straightened, stabilized or otherwise altered.
- d. The use of drainage facilities and vegetated buffer zones as open space, recreation and conservation areas is encouraged.

(2) Building design and architectural elements. The placement of buildings should respond to specific site conditions and opportunities such as irregular-shaped lots, location on prominent intersections, views, or other natural features. On-site surface parking should be visually minimized and where possible should be located behind a building. Site characteristics to consider in building design include, but are not limited to, the following:

- a. Site buildings to avoid or lessen the impact of development on environmentally sensitive and critical areas such as wetlands, stream corridors, fragile vegetation and wildlife areas, etc.
- b. The design and placement of a structure and its massing on the site should enhance solar exposure for the project and consider the shadow impacts on adjacent buildings and public areas.
- c. The placement of buildings and other development features should enable the preservation of significant or important trees or other vegetation.
- d. Where a new structure shares a site with an existing structure, or a major addition to an existing structure is proposed, the design of the new should be designed to be compatible with the original structure. This is particularly important if the original structure has historical or architectural merit to the community.
- e. The placement and massing of a building should preserve desirable public views that would otherwise be blocked by the new development.
- f. The placement and orientation of buildings should acknowledge and reinforce the existing desirable spatial characteristics of the public right-of-way. For example, a multi-story mixed-use building proposed for a downtown corner zoning lot should reinforce the existing streetscape by utilizing the ground level for pedestrian oriented retail and restaurants and maintaining a consistent building edge abutting the sidewalk.

- g. Building entrances should be clearly visible from the street. Using entries that are visible from the street makes a project more approachable and creates a sense of association with neighboring structures.
- h. New development should be sited and designed to encourage human activity on the street. To accomplish this end, entrances, porches, balconies, decks, seating and other elements can be designed to promote use of the street front and provide places for human interaction. For example, for commercial developments such elements can include shop front windows, outdoor seating/dining, rooftop decks, balconies, and canopies that protect pedestrians from the elements.
- i. Development projects that are adjacent to a less-intensive zoning district with differing development standards, may create substantial adverse impacts that result from inappropriate height, bulk and scale relative to their neighbors. Careful siting and design treatments can help mitigate some height, bulk and scale impacts; in other cases, actual reduction in the height, bulk and scale of a project are advisable to adequately mitigate adverse effects. In some instances, careful siting and design treatment may be sufficient to achieve reasonable transition and mitigation of height, bulk and scale differences. Some techniques for achieving compatibility are:
 - 1. Use of architectural style, details (such as rooflines or fenestration), exterior colors or materials that derive from the less intensive zone district.
 - 2. Creative use of landscaping or other screening.
 - 3. Location of features on-site to facilitate transition, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district.
 - 4. In a mixed-use project, siting the more compatible uses near the zone district edge.
- j. The exterior architectural elements of buildings and structures (i.e., components which define the appearance of a building, such as roofs, windows, porches, modulations, entries, materials, balconies and details). New buildings developed in an established neighborhood with an identifiable character may be viewed as undesirable intrusions unless they respond positively to the architectural characteristic of existing buildings. Therefore, guidelines for architectural elements encourage new development in established neighborhoods to complement neighboring buildings and consider how design gives a neighborhood its identity. This does not mean that new buildings must excessively mimic older existing buildings. Rather, the guidelines suggest that new buildings use some traditional building concepts or elements. New buildings can successfully relate to older buildings while still looking contemporary, not stifling the designer's creativity and responding to changing societal needs and design opportunities.
- k. Architectural context. New buildings proposed for existing neighborhoods with a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.

1. Architectural features. Taking note of the architectural characteristics of surrounding buildings can help new buildings be compatible with their neighbors when a consistent pattern is already established by similar building articulation; building scale and proportions; architectural styles; roof forms, building details and fenestration patterns; or materials. Even when there is no consistent architectural pattern, building design and massing can be used to complement and enhance certain physical conditions of existing surrounding development.
 2. In cases where an existing context is either not well defined, or may be undesirable, a well-designed new project has the opportunity to establish a pattern or identity that future redevelopment can build on.
- (3) Human scale. The design of new buildings should incorporate architectural features, elements and details that achieve a desirable human scale through the use of human-proportioned architectural features and site design elements clearly oriented to human activity. Building elements that may be used to achieve human scale are as follows:
- a. Pedestrian-oriented storefront windows and doors directly facing the street or publicly accessible open space such as courtyards, gardens, patios, or other unified landscaped areas.
 - b. Window patterns, building articulation and other exterior treatments that help identify individual units in a multifamily building or mixed-use building.
 - c. Stepping back upper stories (generally above the third or fourth floor).
 - d. Porches or covered entries that offer pedestrian weather protection such as canopies, awnings, arcades, or other similar elements wide enough to protect at least one person.
- (4) Structured parking garages.
- a. The presence and appearance of structured parking garages and their entrances should be minimized so they do not dominate the street frontage. Ramps should be visually screened from streets and adjacent residential zoning districts and oriented towards the interior of the lot within a project where possible. Ramps profiles should be hidden on the exterior elevations. Roof top parking should be visually screened with articulated parapet walls or other architectural treatment. Exterior lighting should utilize fixtures provided with cut off shielding in order to eliminate glare and spillage onto adjacent properties and roadways. The openings of the garage should be designed in a manner that obscures parked vehicles. Decorative architectural elements on the ground floor level should be designed to accommodate the pedestrian scale. Parking levels above the ground floor should maintain the same vertical and horizontal articulation or rhythm and incremental appearance established on the ground floor.
 - b. Due to the requirements of a particular land use or structural needs, parking garages or the garage portion of the building may request an increase from the building frontage requirements (to a maximum of 100 percent for all floors) or a waiver from the setback requirements for portions of the structure subject to the following: The garage or garage portion of the building elevation provides

- unified design elements with the main building through the use of similar materials and color, vertical and horizontal elements, and architectural style.
- c. Architectural features should be incorporated into the facade to mitigate the building's mass and bulk and along portions of the building adjacent to street rights-of-way.
- (5) Rooftop mechanical equipment. All rooftop mechanical equipment should be screened from public view from both above and below by integrating it into building and roof design.
- (6) Blank walls. Buildings should avoid large blank walls facing the street, especially near sidewalks. Where blank walls are unavoidable, due to the requirements of a particular land use or structural needs, they shall not exceed a length of 50 feet, or 20 percent of the length of the building facing the street, whichever is less, and should receive design treatment to increase pedestrian comfort and interest.
- (7) Utilities and service areas. Building sites should locate service elements like trash dumpsters, loading docks and mechanical equipment away from the street front wherever possible. When elements such as dumpsters, utility meters, mechanical units and service areas cannot be located away from the street front, they should be situated and screened from view and should not be located near pedestrian routes.
- (8) All telephones, vending machines, or any facilities dispensing merchandise, or a service on private property, should be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building. All exterior forms, attached or not to buildings should be in conformity to and secondary to the building. They should be an asset to the aesthetics of the site and to the neighborhood.
- (9) Building height bonuses. Building height bonuses above the limit otherwise established by a zoning district may be approved, so long as the overall height of the building does not exceed 150 feet, in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):
- a. Building height bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, or provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produce a more desirable product than the same development without the bonus.
- b. Building height bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to

assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

c. All height bonus applications shall be submitted for review and approval by the City Planning Board.

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.

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: Building Height Bonuses

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):

Building height bonuses. Building height bonuses above the limit otherwise established by a zoning district may be approved, so long as the overall height of the building does not exceed 150 feet, in exchange for the construction of affordable housing and/or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and/or provide public benefit uses. Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):

a. Building height bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and/or provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produce a more desirable product than the same development without the bonus.

b. Building height bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

c. All height bonus applications shall be submitted for review and approval by the City Planning Board.

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: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

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.):

The building height bonuses are **optional** and if adopted would incentivize superior site design and affordable housing. Therefore, the proposed ordinance would not have an adverse economic impact on a private, for-private business in the city.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00906

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO 22-23 - AMENDMENT TO SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 22-23 on first reading:

AN ORDINANCE AMENDING SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

The Mayor's Office is requesting an amendment to Sec. 12-3-121 of the Land Development Code to provide a provision for building height bonuses. The request is to add subsection (9) which would provide the option for building height bonuses above the limit otherwise established by a zoning district, so long as the overall height of the building does not exceed 150 feet. This bonus would be in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Additionally, standards for approval have been provided and all applications would be subject to review and approval by the City's Planning Board.

At the October 10, 2023, Planning Board Meeting, the Board unanimously recommended approval of the proposed ordinance, amended to require that, "Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):".

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/13/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator

Sherry Morris, AICP, Development Services Department Director

Cynthia Cannon, AICP, Planning and Zoning Division Manager

Gregg Harding, Assistant Planning and Zoning Division Manager

ATTACHMENTS:

1. Proposed Ordinance No. 22-23
2. Planning Board Minutes - October 10, 2023
3. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 22-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-121 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, DEVELOPMENT STANDARDS AND GUIDELINES, CREATING SECTION 12-3-121(D)(9), BUILDING HEIGHT BONUSES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-121 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

- (a) *Purpose.* The requirements set forth in this section are intended to coordinate land development in accordance with orderly physical patterns; to implement goals, objectives and policies of the comprehensive plan; to provide for adequate access to building sites for ingress and egress; to improve the physical appearance of the city; and to preserve the environmental character of the city.
- (b) *Applicability.* This section shall be applicable to all new construction, additions to existing structures or additional structures on a developed site. For the purposes of this section, the term "shall" indicates a regulatory requirement or standard, and the term "should" indicates a suggested guideline that is not considered a regulatory requirement.
- (c) *Design standards.* Except where specific approval is granted by the city engineer and planning services department due to unique and peculiar circumstances or needs resulting from the size, configuration or location of a site requiring a modification of the standards as set forth below, the minimum standards shall be as follows:
 - (1) *Streets and rights-of-way.* Whenever public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches are to be constructed as part of any development after the effective date of this chapter, they shall be designed in accordance with the requirements of this subsection. Whenever existing public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches abutting a development do not meet the requirements of this subsection, the city engineer may require that they be improved to conform to these requirements.
 - a. *Driveway approaches and curb cuts.*

1. *Width (residential except multifamily).* In properties developed for residential use (except multifamily), curb cuts and driveway approach shall conform to the following requirements:

	Minimum Driveway	Maximum Driveway
Driveway	12 feet	24 feet
Joint-use driveway	20 feet	24 feet

2. *Width (residential multifamily).* Properties developed for residential multifamily use shall have curb cuts for driveways not less than 24 feet wide and not more than 40 feet wide.
3. *Width (nonresidential).* Properties developed for commercial use shall have curb cuts for driveways not less than 12 feet nor more than 40 feet wide.
4. *Distance from drainage inlet.* No curb cut shall be made within three feet of a drainage inlet.
5. *Spacing.* Where more than one curb cut is to be located on any single property, the minimum distance between such curb cuts on local streets shall be 42 feet, and on all arterial and collector streets shall be in accordance with the requirements set forth in subsection (c)(2) of this section.
6. *Number and location on midblock properties.* Except where specific approval is granted as provided above, there shall be no more than two curb cuts for the use of any single property fronting any single local street, and no more than one curb cut for the use of any single property fronting on any single arterial or collector.
7. *Number and location on corner properties.* Where property is located on a corner lot fronting more than one street, not more than one curb cut for the benefit of such property shall be made on each street except where specific approval is granted as provided above. Corner safety islands shall be provided at all corners and no curb cuts or driveway shall be constructed or maintained on the radius of any curved curbing nor closer to the point of curvature than 15 feet on a local street and not within 30 feet on the point of curvature of an intersecting arterial or collector street.
8. *Sidewalk section.* All driveway approaches constructed in areas of the city with existing or required sidewalks shall contain a sidewalk section of the width and grade and minimum construction standards established by the city engineer for sidewalks in such areas.
9. *Pavers.* Any new pavers to be set in the City right-of-way shall be underlain with six (6) inches of concrete.
10. *Removal.* All existing driveways or aprons not being reused shall be removed from the site.
11. *Joint use driveways.* No curb cut for a driveway approach shall be made within one foot of the extended side property line of the property to be serviced by the driveway unless a joint-use driveway for the two adjoining

properties shall be located on the common property line by written agreement running with the land, recorded in the public records of the county and signed by all the owners of the adjoining property using the common driveway. The execution of the said agreement must be notarized. The city engineer shall be authorized to require the establishment of joint-use driveways in connection with the reduction of the driveway spacing requirements of subsection (c)(1)a.5 of this section and of subsection (c)(2) of this section.

12. *Authority to alter curb cuts.* Where the use, convenience and necessity of the public require, the city engineer shall have the authority to order the owners or agents in charge of property adjacent to which curb cuts are maintained, to alter the curb cut in such manner as he or she shall find reasonably necessary under the circumstances. The notice required by this section shall require compliance by permittee within 30 days of such notice; be in writing; and be served upon permittee as required by law.
 13. *Right-of-way construction.* Nothing shall be constructed in the city's right-of-way without first obtaining either a right-of-way permit or a License-to-Use permit (LTU). Any work done in the city's right-of-way must meet the specifications of the city engineer and the city's standard details. It is the responsibility of the individual to ensure that they have the most recent city standard detail.
 14. *Duty to repair and replace.* Any existing curb or sidewalk, along the frontage of a parcel, which was damaged before or during construction shall be the responsibility of the property owner to repair or replace during construction.
- b. *Vehicular access for multifamily, office, commercial or industrial developments.* Direct or indirect vehicular access to local residential streets shall not be permitted, other than from corner lots, for the uses described above when adequate access is available from either collector or arterial streets.
 - c. *Dedication of streets and rights-of-way.* No site plan shall be approved unless it is accompanied by a dedication of all streets and rights-of-way that are required to be dedicated under this section. The exception to this is private streets, which shall be provided for by the developer in accordance with the requirements of section 12-3-61. Any land lying within a proposed development that is necessary to widen or extend local streets, arterials or collectors as required to meet city standards shall be dedicated.
 - d. *Street improvements.* All streets and public ways shall be paved and curbed in accordance with standards established by the city engineer and the following requirements:
 1. *Additional improvements for existing thoroughfares.* Where any existing arterial or collector lying within or abutting a proposed development requires construction of additional lanes or other improvements to meet the standards of the city engineer, the amount of construction required (or money escrowed) for such improvements shall be commensurate with the impact of the proposed development.
 2. *Missing arterial or collector links.* Where there are missing segments in the arterial or collector system or new arterials or collectors are to be

constructed that are designated in the comprehensive plan, such segments lying within or abutting the proposed development shall be improved (or money escrowed in an appropriate manner) by the developer along with other required improvements. Where such construction creates an undue hardship in a particular case, appeals are available in accordance with chapter 12-12.

3. *Traffic control devices.* Intersection improvements and traffic control devices such as acceleration, deceleration, and turning lanes, signalization devices, and other traffic control devices required by the development shall be installed at the developer's expense in accordance with the State of Florida Manual for Uniform Traffic Control Devices.
 4. *Improvements required to nearest acceptable paved public street.* Each development shall abut, or have as its primary access, a street improved to the minimum requirements of the city engineer. Wherever the abutting street does not meet these requirements, the developer shall construct the street where it abuts the development and to the nearest structurally acceptable paved public street as determined by the city engineer.
 5. *Street cut and patch.* The cut and patch of city streets shall comply with the city standard cut and patch detail. Should there be multiple adjacent patches, the entire road (width and length) shall be milled and overlaid in accordance with the city standard cut and patch detail. The contractor shall provide density testing results from a certified geotechnical laboratory for each cut and patch inspection prior to final approval.
- e. *Sidewalks.* For any new nonresidential, commercial, and industrial developments, all street frontages are required to have five feet (minimum) wide sidewalks with handicap ramps in the right-of-way adjacent to the proposed project. Proposed sidewalks shall be designed and constructed in accordance with the Florida Accessibility Code, City Standards, and any other state laws applicable to sidewalk design and construction. In addition, the physical location of the proposed sidewalks shall be depicted on the site plans submitted to the city.
- (2) *Driveway and curb cut design along arterial and collector streets.* Recognizing that the traffic movement function of arterial and collector streets can be compromised by the provision of unlimited access to individual properties. Whenever any building site will require vehicular access from an arterial or collector street as designated on the city's adopted Future Traffic Circulation Map, the development shall be designed in accordance with the requirements of this subsection.
- a. *Driveways and curb cuts.* In addition to any applicable driveway approach and curb cut requirements of subsection (c)(1) of this section, the following standards shall apply:
1. *Curb cut spacing.* The minimum distance between curb cuts on any one block face, whether or not such curb cuts are located on the same property, shall be based upon the posted speed of the thoroughfare, in accordance with the following schedule:

Posted Speed	Minimum Spacing
30 mph	125 ft.
35 mph	150 ft.
40 mph	175 ft.
45 mph	200 ft.
50+ mph	250 ft.

2. *Spacing reductions and joint-use driveways.* Where the existing configuration of properties and curb cuts in the vicinity of the building site precludes spacing of a curb cut access in accordance with the schedule above, the city engineer shall be authorized to reduce the spacing requirement if he or she finds that all of the following conditions have been met: wherever feasible, the city engineer shall require the establishment of a joint-use driveway serving two abutting building sites, with cross-access easements provided; the property owner shall agree to close and eliminate any pre-existing curb cuts on the building site after the construction of both sides of the joint-use driveway; and where feasible, the building site shall incorporate unified access and circulation in accordance with the requirements of subsection (c)(2)a.3 of this section.
 3. *Unified access and circulation.* The planning services director, in coordination with the city engineer, shall be authorized to designate cross-access corridors on properties adjacent to arterial or collector streets. Such designation may be made in connection with the approval of any site plan within the affected area, or as part of an overall planning program. The planning services director, in coordination with the city engineer, shall be authorized to modify the requirements of this subsection where he or she finds that abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area.
- (3) *Public facilities.* All developments shall be provided with sufficient utility easements including potable water, sanitary sewer, electric power and light, telephone, natural gas, cable television, and any other franchised utilities, including access for maintenance. Sufficient easements shall be provided for stormwater management facilities, including access for maintenance. All public and private street networks and parking lots shall be designed to allow easy access for solid waste disposal and emergency service vehicles. In addition to new development, any remodeling, enlargement, reconstruction or redesign of any existing building site for specific uses and within the gateway redevelopment district and the resource protection overlay districts shall require submittal of a drainage plan to ensure that stormwater management requirements are met pursuant to chapter 12-8.

- (4) *Private recreation and open space facilities for multifamily residential developments.* Multifamily residential developments, with the exception of those located within the boundaries of the city's dense business area, are required to reserve five percent of the total lot area for recreation and open space facilities. This land area requirement shall be provided in addition to the 20 percent landscaping area requirement established in section 12-6-4. In the event a buffer yard is required between the multifamily development and an adjacent single-family land use or zoning district, the buffer yard land area requirements may be credited toward the recreation/open space land area requirement.
- (5) *Solid waste disposal facilities for multifamily residential, nonresidential, office, commercial or industrial developments.*
- a. Dumpsters, centralized garbage storage areas, compactors and similar solid waste disposal facilities associated with the land uses described above shall not be allowed any closer than ten feet to either the property line or zoning district boundary line of a single-family or duplex residential development or zoning district.
 - b. Solid waste disposal facilities shall not be located within public street rights-of-way of arterial or collector streets in any zoning district, and they shall not be located within local street rights-of-way in mixed residential/office, residential/commercial or redevelopment zoning districts without the mayor's approval.
 - c. Solid waste facilities must be screened from adjoining property and from public view.
- (6) *Mechanical equipment.* Mechanical equipment for multifamily residential, nonresidential, office, commercial or industrial developments shall not be allowed any closer than ten feet to either the property line or zoning district boundary line of a single-family or duplex residential development or zoning district; and shall be screened from adjoining property and from public view. Roof-mounted electrical, mechanical, air conditioning and communications equipment shall be completely screened from adjacent properties and public view from the public right-of-way. The equipment screening shall be such that the equipment is not visible within a 200-foot radius. The radius shall be measured from the exterior side of the screen to a point ten feet above finished grade.
- (7) *Parking.*
- a. The city discourages construction of more than the minimum number of parking spaces required by this title, in order that more natural vegetation may be preserved and in order to control stormwater runoff in a more natural manner. Parking in excess of more than ten spaces or ten percent (whichever is greater) above the parking total dictated by chapter 12-4 will require an administrative waiver as described in this subsection (c).
 - b. The use of permeable paving materials is encouraged for use in parking lots, especially for "overflow" parking or parking spaces in excess of the requirements of this title.

Site design should minimize the impact of automobile parking and driveways on the pedestrian environment, adjacent properties and pedestrian safety.

- c. The following are some examples of techniques used to minimize the impacts of driveways and parking lots:
 - 1. Locate surface parking at the rear or side of the zoning lot.
 - 2. Break large parking lots into multiple smaller ones.
 - 3. Minimize the number and width of driveways and curb cuts.
 - 4. Share driveways with abutting zoning lots.
 - 5. Locate parking in less visible areas of the site.
 - 6. Locate driveways so they are visually less dominant.
 - 7. Provide special pavers or other surface treatments to enhance and separate pedestrian areas from vehicle maneuvering and parking areas.
 - 8. Parking located along a commercial street front where pedestrian traffic is desirable lessens the attractiveness of the area to pedestrians and compromises the safety of pedestrians along the street. On-site surface parking on a commercial street front should be minimized and where possible should be located behind a building.
- (8) *Building facade finish.* Metal curtain walls shall be limited to a maximum of 30 percent per elevation of a building in the R-2 and R-NC districts, 40 percent per elevation in the remaining commercial districts (with the exception of historic and special aesthetic districts which have their own guidelines for review), and 75 percent per elevation of a building in industrial districts. The remaining percentage of each facade elevation shall have a finish treatment. Planning board may grant requests to exceed this maximum standard on a case-by-case basis with consideration being given to developments that incorporate design guidelines suggested in this section and exhibit superior site design.
- (9) *Nonresidential site lighting.* Nonresidential and multiple-family developments shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed so as to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:
 - a. *Fixture (luminaire).* When feasible, the light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.
 - b. *Light source (lamp).* Only florescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

- c. *Mounting.* Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.
- d. *Limit lighting to periods of activity.* The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the planning services department to conserve energy, provide safety, and promote compatibility between different land uses.
- e. *Illumination levels.*
 - 1. All site lighting levels shall be designed per the most recent IESNA (Illumination Engineering Society of North America) recommended standards and guidelines.
 - 2. Minimum and maximum levels are measured on the pavement within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a not-to-exceed value calculated using only the area of the site intended to receive illumination.
 - 3. Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.
- f. *Excessive illumination.*
 - 1. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section.
 - 2. All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line does not exceed 0.2 on adjacent residential sites, and 0.5 on adjacent commercial sites and public rights-of-way. These values may be adjusted based on unique and/or unusual needs of specific projects.
 - 3. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.
 - 4. Fixtures used to accent architectural features, landscaping or art shall be located, aimed or shielded to minimize light spill into the night sky.
 - 5. Reflectors and/or refractors within fixtures or fixtures with a top shield shall be utilized to assist in eliminating "sky glow."
- (d) *Design guidelines.* Most development in the city is located on infill or redevelopment sites; therefore, projects should take their surroundings into account. These recommended design guidelines are intended as suggested methods to improve the character and fit of new development and to encourage respect for how architecture, landscape features, and public improvements help establish context, and steadily improve the quality of the city's residential and commercial neighborhoods. These guidelines are intended for designers and developers to look closely at the area surrounding their specific project and create developments that enhance and complement the built and natural environment. The design guidelines are flexible in their application and may be applied to specific projects during review by city staff and any applicable review boards. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design. Use of the

following design guidelines is a means for addressing aesthetic and environmental concerns in the development process:

(1) Site planning.

- a. The construction of roads across isolated wetlands shall be limited, and any roads that are built should be constructed on pilings or with adequate culverts to allow the passage of flood waters.
- b. Runoff shall not be discharged directly into open waters. Vegetated buffers, swales, vegetated watercourses, wetlands, underground drains, catch basins, ponds, porous pavements and similar systems for the detention, retention, treatment and percolation of runoff should be used as appropriate to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle and remove pollutants.
- c. Natural watercourses shall not be filled, dredged, cleared, deepened, widened, straightened, stabilized or otherwise altered.
- d. The use of drainage facilities and vegetated buffer zones as open space, recreation and conservation areas is encouraged.

(2) Building design and architectural elements. The placement of buildings should respond to specific site conditions and opportunities such as irregular-shaped lots, location on prominent intersections, views, or other natural features. On-site surface parking should be visually minimized and where possible should be located behind a building. Site characteristics to consider in building design include, but are not limited to, the following:

- a. Site buildings to avoid or lessen the impact of development on environmentally sensitive and critical areas such as wetlands, stream corridors, fragile vegetation and wildlife areas, etc.
- b. The design and placement of a structure and its massing on the site should enhance solar exposure for the project and consider the shadow impacts on adjacent buildings and public areas.
- c. The placement of buildings and other development features should enable the preservation of significant or important trees or other vegetation.
- d. Where a new structure shares a site with an existing structure, or a major addition to an existing structure is proposed, the design of the new should be designed to be compatible with the original structure. This is particularly important if the original structure has historical or architectural merit to the community.
- e. The placement and massing of a building should preserve desirable public views that would otherwise be blocked by the new development.
- f. The placement and orientation of buildings should acknowledge and reinforce the existing desirable spatial characteristics of the public right-of-way. For example, a multi-story mixed-use building proposed for a downtown corner zoning lot should reinforce the existing streetscape by utilizing the ground level for pedestrian oriented retail and restaurants and maintaining a consistent building edge abutting the sidewalk.

- g. Building entrances should be clearly visible from the street. Using entries that are visible from the street makes a project more approachable and creates a sense of association with neighboring structures.
- h. New development should be sited and designed to encourage human activity on the street. To accomplish this end, entrances, porches, balconies, decks, seating and other elements can be designed to promote use of the street front and provide places for human interaction. For example, for commercial developments such elements can include shop front windows, outdoor seating/dining, rooftop decks, balconies, and canopies that protect pedestrians from the elements.
- i. Development projects that are adjacent to a less-intensive zoning district with differing development standards, may create substantial adverse impacts that result from inappropriate height, bulk and scale relative to their neighbors. Careful siting and design treatments can help mitigate some height, bulk and scale impacts; in other cases, actual reduction in the height, bulk and scale of a project are advisable to adequately mitigate adverse effects. In some instances, careful siting and design treatment may be sufficient to achieve reasonable transition and mitigation of height, bulk and scale differences. Some techniques for achieving compatibility are:
 - 1. Use of architectural style, details (such as rooflines or fenestration), exterior colors or materials that derive from the less intensive zone district.
 - 2. Creative use of landscaping or other screening.
 - 3. Location of features on-site to facilitate transition, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district.
 - 4. In a mixed-use project, siting the more compatible uses near the zone district edge.
- j. The exterior architectural elements of buildings and structures (i.e., components which define the appearance of a building, such as roofs, windows, porches, modulations, entries, materials, balconies and details). New buildings developed in an established neighborhood with an identifiable character may be viewed as undesirable intrusions unless they respond positively to the architectural characteristic of existing buildings. Therefore, guidelines for architectural elements encourage new development in established neighborhoods to complement neighboring buildings and consider how design gives a neighborhood its identity. This does not mean that new buildings must excessively mimic older existing buildings. Rather, the guidelines suggest that new buildings use some traditional building concepts or elements. New buildings can successfully relate to older buildings while still looking contemporary, not stifling the designer's creativity and responding to changing societal needs and design opportunities.
- k. Architectural context. New buildings proposed for existing neighborhoods with a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.

1. Architectural features. Taking note of the architectural characteristics of surrounding buildings can help new buildings be compatible with their neighbors when a consistent pattern is already established by similar building articulation; building scale and proportions; architectural styles; roof forms, building details and fenestration patterns; or materials. Even when there is no consistent architectural pattern, building design and massing can be used to complement and enhance certain physical conditions of existing surrounding development.
 2. In cases where an existing context is either not well defined, or may be undesirable, a well-designed new project has the opportunity to establish a pattern or identity that future redevelopment can build on.
- (3) Human scale. The design of new buildings should incorporate architectural features, elements and details that achieve a desirable human scale through the use of human-proportioned architectural features and site design elements clearly oriented to human activity. Building elements that may be used to achieve human scale are as follows:
- a. Pedestrian-oriented storefront windows and doors directly facing the street or publicly accessible open space such as courtyards, gardens, patios, or other unified landscaped areas.
 - b. Window patterns, building articulation and other exterior treatments that help identify individual units in a multifamily building or mixed-use building.
 - c. Stepping back upper stories (generally above the third or fourth floor).
 - d. Porches or covered entries that offer pedestrian weather protection such as canopies, awnings, arcades, or other similar elements wide enough to protect at least one person.
- (4) Structured parking garages.
- a. The presence and appearance of structured parking garages and their entrances should be minimized so they do not dominate the street frontage. Ramps should be visually screened from streets and adjacent residential zoning districts and oriented towards the interior of the lot within a project where possible. Ramps profiles should be hidden on the exterior elevations. Roof top parking should be visually screened with articulated parapet walls or other architectural treatment. Exterior lighting should utilize fixtures provided with cut off shielding in order to eliminate glare and spillage onto adjacent properties and roadways. The openings of the garage should be designed in a manner that obscures parked vehicles. Decorative architectural elements on the ground floor level should be designed to accommodate the pedestrian scale. Parking levels above the ground floor should maintain the same vertical and horizontal articulation or rhythm and incremental appearance established on the ground floor.
 - b. Due to the requirements of a particular land use or structural needs, parking garages or the garage portion of the building may request an increase from the building frontage requirements (to a maximum of 100 percent for all floors) or a waiver from the setback requirements for portions of the structure subject to the following: The garage or garage portion of the building elevation provides

- unified design elements with the main building through the use of similar materials and color, vertical and horizontal elements, and architectural style.
- c. Architectural features should be incorporated into the facade to mitigate the building's mass and bulk and along portions of the building adjacent to street rights-of-way.
- (5) Rooftop mechanical equipment. All rooftop mechanical equipment should be screened from public view from both above and below by integrating it into building and roof design.
- (6) Blank walls. Buildings should avoid large blank walls facing the street, especially near sidewalks. Where blank walls are unavoidable, due to the requirements of a particular land use or structural needs, they shall not exceed a length of 50 feet, or 20 percent of the length of the building facing the street, whichever is less, and should receive design treatment to increase pedestrian comfort and interest.
- (7) Utilities and service areas. Building sites should locate service elements like trash dumpsters, loading docks and mechanical equipment away from the street front wherever possible. When elements such as dumpsters, utility meters, mechanical units and service areas cannot be located away from the street front, they should be situated and screened from view and should not be located near pedestrian routes.
- (8) All telephones, vending machines, or any facilities dispensing merchandise, or a service on private property, should be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building. All exterior forms, attached or not to buildings should be in conformity to and secondary to the building. They should be an asset to the aesthetics of the site and to the neighborhood.
- (9) Building height bonuses. Building height bonuses above the limit otherwise established by a zoning district may be approved, so long as the overall height of the building does not exceed 150 feet, in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):
- a. Building height bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, or provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produce a more desirable product than the same development without the bonus.
- b. Building height bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to

assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

c. All height bonus applications shall be submitted for review and approval by the City Planning Board.

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.

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



MINUTES OF THE PLANNING BOARD

October 10, 2023

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Sampson, Board Member Van Hoose, Board Member Powell

MEMBERS ABSENT: None

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Development Services Director Morris, Digital Media Specialist Johnston, Executive Assistant Chwastyk, Assistant City Clerk Tice

STAFF VIRTUAL: None

OTHERS PRESENT: Brian Spencer, Paul Battle

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 12, 2023
- **New Business:**
- Swearing in Reappointments
- Request for Final Plat Approval -Javelin Landing Subdivision – Lansing Drive – Zone C-1
- Proposed Amendment of the Land Development Code – Building Height Bonuses
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. Board Member Powell was sworn in by Assistant City Clerk Tice.

Approval of Meeting Minutes – Board Member Van Hoose made a motion to amend the September 12, 2023 minutes. For the request for a license to use the city right of way at 801 E. Gregory Street item, Board Member Van Hoose stated that the board did provide

the applicant with several alternatives and would like for the following line to be added – The board did offer several suggestions although Chairman Ritz made it clear that the board was not required to do so. **Board Member Grundhoefer seconded the motion, and it carried 5:0 with Board Member Villegas recusing since she was not present at the September meeting.**

New Business –

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Applicant was given time by Chairperson Ritz to arrive, moved on to the next item and will come back to request for Final Plat Approval.

Proposed Amendment of the Land Development Code – Building Height Bonuses

Assistant Planning & Zoning Manager, Harding introduced the item, The Mayor's Office is requesting an amendment to Sec. 12-3-121 of the Land Development Code to provide a provision for building height bonuses. The request is to add subsection (9) which would provide the option for building height bonuses above the limit otherwise established by a zoning district, so long as the overall height of the building does not exceed 150 feet. This bonus would be in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Additionally, standards for approval have been provided and all applications would be subject to review and approval by the City's Planning Board. Chairperson Ritz inquired of the tallest building height available per City Code, Assistant Planning & Zoning Manager, Harding explained that in commercial zoning districts you can build up to 100 feet at the property line, past the property line for every one foot you step back, you can go up three feet until you've reached the 150 feet. Chairperson Ritz clarified that they could build up to 150 feet at the property line if this amendment were in place versus the code currently. Chairperson Ritz stated historically most building heights we see in the city are 100 feet or lower and that the inclusion of density bonuses for affordable housing has been included for a while, but he personally hasn't seen it be used possibly because of cost. Assistant Planning & Zoning Manager Harding explained that commercial building height starts at the lowest habitable floor, parking decks would not contribute to the building height measurement so long as they did not contain habitable space. Board Member Grundhoefer asked if there were any building height bonuses for superior buildings, Assistant Planning & Zoning Manager Harding explained that currently there is not but if we wanted to exceed existing building height, the variance process is available. A discussion then started about the definition of superior buildings and that the planning board would review the applicant's presentation and would decide on if it is superior or not. Board Member Grundhoefer wanted clarification on what would come before the planning board, Assistant Planning & Zoning Manager Harding replied that it would be height bonuses and density bonuses that would come before them. Board Member Van Hoose inquired as to why it's necessary to go from 100 feet to 150 feet and if the city is losing any business due to the building height restrictions, Assistant Planning & Zoning Manager Harding explained that it would be better if Administration, who is considered the application, could answer her question, but that developers have inquired about how they could increase the building height allowances. Deputy City Administrator Forte addressed the board. He stated that this is not new language per say, but it mirrors off effective language already in the code. The City's goal is to modify codes

to properly incentivize wise growth management and help our bottom line which helps fund our various city departments and projects. This is also a way to allow for additional density without new land. Height variances are very hard to get because you are creating the hardship, that's why this height bonus is being brought before the board. A discussion then began regarding the infrastructure of the city and how these large structures with increased density will affect the infrastructure. That is something that Public Works is actively working on so that when these developments come before the planning board a Public Works representative will be able to speak on the matter. Also, the height can be higher than 150 feet if the if the bottom layers are strictly uninhabitable parking. These requests would be required to come before the board for approval. A discussion was then had regarding the various notifications used for items coming before the planning board. Brian Spencer addressed the board and gave his full support for the building height bonuses but suggested some sort of outline that provides the definition of superior designs for the benefit of the board. The board began a discussion about superior design standards and how specific they need to be. Assistant Planning & Zoning Manager Harding explained that in Section 12-3-121(d) it speaks to design guidelines. A new discussion began about what edits to make and where to make the edits. Assistant Planning & Zoning Manager Harding listed some of the design standards in the amendment such as, building design, architectural elements, architectural context, human scale, parking garages, rooftop mechanical equipment, blank walls, utilities and service areas, telephones and vending machines. The board then had a discussion pertaining affordable housing and the timeframe for affordable house. The board members felt secure in making a motion with the following language added, "Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d). **Board Member Villegas made a motion to approve with the language added, seconded by Board Member Powell and it carried 7:0.**

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Assistant Planning & Zoning Manager, Harding introduced the item, Rebol-Battle & Associates is requesting final plat approval for the Javelin Landing Subdivision located along Lansing Drive which is near the intersection of Lanier Drive and Creighton Road. These properties are located within the C-1 zoning district of which three (3) parcels will be subdivided into thirty (30) lots to accommodate single-family attached residences.

- Per Sec. 12-3-105: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 1.87 acres
- Maximum Density:
- Setback requirements: There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

There is a retention pond in the eastern boundary, everything south is commercial.

The preliminary plat was approved in September 2022. This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. There were late comments provided by FPL, the developers must stay outside the FPL transmission and/or distribution easement. Also, the developers must ensure they are outside of safety clearances from the existing

distribution and transmission facilities. The applicant did make their submissions before the required time limit. Paul Battle addressed the board and stated they had addressed the concerns that ECUA had and have all the required permits through ECUA, they have run new sewer lines, stormwater is to the east. **Board Member Powell made a motion to approve, seconded by Vice Chairperson Larson and it carried 7:0.**

Open Forum – none

Discussion – Gateway Redevelopment District

At the September 2023 Planning Board meeting, the board requested a discussion item to be placed on the next agenda related to the purpose and future of the Gateway Redevelopment District. Sec. 12-3-12 has been provided for reference which includes subsection 1, pertaining to the Gateway commercial corridor, and subsection 2, pertaining to the Aragon redevelopment area. The board had a discussion regarding the appearance issues with the Gateway Redevelopment District. They would like this corridor to be a beautiful entry into our city. Assistant Planning & Zoning Manager Harding suggested that solution could be to introduce a form-based code to this district, designed to create a unified theme. For example, such a form-based code could require all new development to be within a certain distance of the street, must have more a certain percentage of glazing or windows, must have certain architectural features, thematic hardscape types, etc. All these suggestions can and will be forwarded to the firm tasked with assessing our LDC. The report created by the firm will come before the planning board, so they will review it before it goes before city council. Assistant Planning & Zoning Manager Harding informed the board that staff sits in on these meetings and will be able to inform the firm the concerns of the planning board regarding the different gateways and entrance arteries that need improvement. The board had additional discussion regarding the parking decks in relation to building height.

Adjournment – With no further business, the Board adjourned at 4:09 p.m.

Respectfully Submitted,



Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board



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: Building Height Bonuses

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):

Building height bonuses. Building height bonuses above the limit otherwise established by a zoning district may be approved, so long as the overall height of the building does not exceed 150 feet, in exchange for the construction of affordable housing and/or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and/or provide public benefit uses. Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d):

a. Building height bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and/or provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produce a more desirable product than the same development without the bonus.

b. Building height bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

c. All height bonus applications shall be submitted for review and approval by the City Planning Board.

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: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

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.):

The building height bonuses are **optional** and if adopted would incentivize superior site design and affordable housing. Therefore, the proposed ordinance would not have an adverse economic impact on a private, for-private business in the city.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00904

City Council

12/14/2023

QUASI-JUDICIAL HEARING

SPONSOR: Mayor D.C. Reeves

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - JAVELIN LANDING

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on December 14, 2023, to consider approval of the Final Subdivision Plat, Javelin Landing.

HEARING REQUIRED: Quasi-Judicial Hearing Required

SUMMARY:

Rebol-Battle & Associates is requesting final plat approval for the Javelin Landing Subdivision located along Lansing Drive which is near the intersection of Lanier Drive and Creighton Road. These properties are located within the C-1 zoning district of which three (3) parcels will be subdivided into thirty (30) lots to accommodate single-family attached residences.

- Per Sec. 12-3-105: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 1.87 acres
- Maximum Density: 35 DU's/acre
- Setback requirements: There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

The preliminary plat was approved in September 2022 and the final plat was approved by a 7:0 vote at the October 10, 2023 Planning Board meeting.

This proposed development is in District 2.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/10/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator,
Sherry Morris, AICP, Director, Development Services
Cynthia Cannon, AICP, Planning & Zoning Division Manager

ATTACHMENTS:

1. Javelin Landing Final Plat Application
2. Planning Board Minutes October 10, 2023 DRAFT

PRESENTATION: No



☐ Preliminary Plat

 Final Plat

1. *Applicable Parks/Open Space Fees are due prior to recording the Final Plat;*
2. *Resubmittal: ½ the initial fee;*
3. *Rescheduling of Planning Board/City Council: \$250.00*

Property Information

If YES, Please specify the exact Variance requested: _____

Signature of Owner: [Signature] Date: 7/12/23

Planning Services

222 W. Main Street, Pensacola, Florida 32502

(850) 435-1670

Email: PlanningApplications@CityOfPensacola.com

Mail to: P.O. Box 12910 * Pensacola, Florida 32521

SUBDIVISION PLAT

Sec. 12-7-6. Sites for public use.

- (a) *School sites.* The planning board may, where necessary, require reservation of suitable sites for schools; and further, which sites shall be made available to the county school board for their refusal or acceptance. If accepted by the school board, it shall be reserved for future purchase by the school board from the date of acceptance for a period of one year.
- (b) *Sites for park and recreation or open space.* Each subdivision plat shall be reviewed by the planning and leisure services departments in order to assess the following: park and recreational or open space needs for the recreation service area within which the subdivision is located and for the city as a whole; and characteristics of the land to be subdivided for its capability to fulfill park, recreation or open space needs. Based on this review the city staff shall recommend one of the following options:
 - (1) *Dedication of land for park, recreation or open space needs.* The subdivider or owner shall dedicate to the city for park and recreation or open space purposes at least five percent of the gross area of the residential subdivision. In no case shall the aggregate acreage donated be less than one-quarter acre.
 - (2) *Payment of money to an escrow account for park, recreation or open space needs in lieu of dedication of land.* The subdivider or owner shall pay unto the city such sum of money equal in value to five percent of the gross area of the subdivision thereof, which sum shall be held in escrow and used by the city for the purpose of acquiring parks and developing playgrounds and shall be used for these purposes and no others. The aforementioned value shall be the value of the land subdivided without improvements and shall be determined jointly by the mayor and the subdivider. If the mayor and subdivider cannot agree on a land value, then the land value shall be established by arbitration. The mayor shall appoint a professional land appraiser, the subdivider shall appoint a professional land appraiser, and these two shall appoint a third.
- (c) *Public streets.* All streets delineated on all plats submitted to the city council shall be dedicated to all public uses including the use thereof by public utilities, unless otherwise specified herein.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010)

Open Space Requirements *(only applicable to residential subdivision)*

Sec. 12-7-6 requires (a) the dedication of 5% of the gross area for open space purposes, or (b) a fee in lieu of land dedication. Please calculate and check the preferred method of meeting the requirement:

(a) Total Land Area: 1.88 acres

5% for land dedication: 00 acres

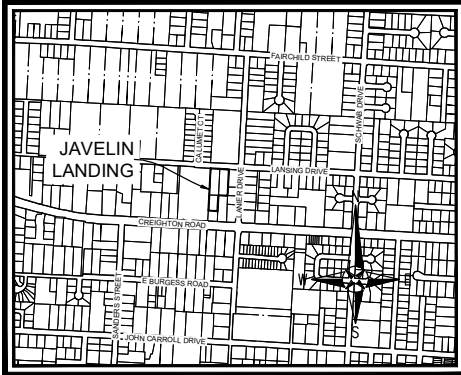
(may NOT equal less than 1/4 acre)

(b) Value of Land \$ 168,030
 (per Escambia County Property Appraiser)

Fee in lieu of land dedication (5% of land value) \$ 8,401.50

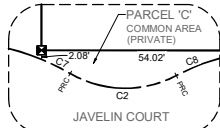
(Check payable to the City of Pensacola. Due after plat approval, prior to receiving signatures)

Planning Services
222 W. Main Street, Pensacola, Florida 32502
(850) 435-1670
Email: PlanningApplications@CityOfPensacola.com
Mail to: P.O. Box 12910 * Pensacola, Florida 32521



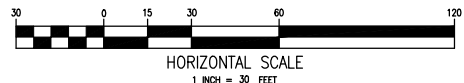
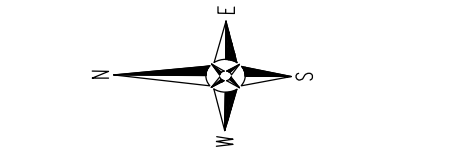
VICINITY MAP

SCALE: 1" = 1,000'



SCALE: 1" = 20'

PREPARED BY
RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
EO 00009657 LB 7916
RBA Project No. 2020.193



LANIER DRIVE
(66' PUBLIC RIGHT-OF-WAY)

OWNER AND DEVELOPER
ANDREWS PROPERTY, LLC
A LIMITED LIABILITY COMPANY
113 N PALAFOX ST
PENSACOLA, FL 32502

CIVIL ENGINEER
PAUL A. BATTLE, P.E.

PROFESSIONAL SURVEYOR AND MAPPER
MARK A. NORRIS, P.S.M.

DESCRIPTION:

THE NORTH 300' OF THE WEST 105' OF THE EAST 243' OF SOUTH 652' OF BLOCK 3, ABB SUBDIVISION AND THE NORTH 482' OF THE WEST 105' OF THE EAST 348' OF THE SOUTH 652' OF BLOCK 3, ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 82, BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY (R/W) LINE OF LANIER DRIVE (66' PUBLIC R/W) AND THE SOUTH R/W LINE OF LANSING DRIVE (66' PUBLIC R/W); THENCE PROCEED NORTH 86°57'06" WEST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 105.71 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH R/W LINE, PROCEED SOUTH 03°06'39" WEST FOR A DISTANCE OF 300.13 FEET; THENCE PROCEED NORTH 87°22'00" WEST FOR A DISTANCE OF 104.77 FEET; THENCE PROCEED SOUTH 03°04'28" WEST FOR A DISTANCE OF 181.03 FEET; THENCE PROCEED NORTH 86°54'42" WEST FOR A DISTANCE OF 104.99 FEET; THENCE PROCEED NORTH 03°05'18" EAST FOR A DISTANCE OF 481.85 FEET TO THE AFOREMENTIONED SOUTH R/W LINE OF LANSING DRIVE; THENCE PROCEED SOUTH 86°57'06" EAST FOR A DISTANCE OF 209.83 FEET TO THE POINT OF BEGINNING.

LYING AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 1.88 ACRES MORE OR LESS.

GENERAL NOTES:

- NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)-(2011)-(EPOCH 2010.0000) HAVING A BEARING OF SOUTH 86 DEGREES 57 MINUTES 06 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY (R/W) LINE OF LANSING DRIVE (66' PUBLIC R/W); AND WERE DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER V GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS UTILIZED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK (FPRN), FLORIDA'S GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) REFERENCE STATION NETWORK; COPY OF BOUNDARY SURVEY OF AN EASTERLY ADJUTING PARCEL AS PREPARED BY THIS FIRM, PROJECT NUMBER 2020.081, DATED 6/10/2020; COPY OF THE RECORD PLAT OF ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; COPY OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) MAPS, SECTION NO. 48013-2507, SR 742 (CREIGHTON ROAD) FROM SR 291 (DAVIS HIGHWAY) TO SR 289 (NINTH AVENUE), REVISED 08/17/2011; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033003806, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- ALL LOT CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151.
- A PLAT CERTIFICATION LETTER WAS PERFORMED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ANTIC FILE NUMBER: 20108487, DATED JUNE 13, 2023 AND PROVIDED TO THIS FIRM FOR THE PREPARATION OF THIS PLAT.
- THE 4' WALL EASEMENTS AS SHOWN HEREON ARE FOR THE PURPOSE OF MAINTAINING THE COMMON PARTY WALL BETWEEN RESIDENTIAL TOWNHOMES TO BE CONSTRUCTED UPON THE LOTS AS SHOWN HEREON.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- ALL SIDE LOT LINES ARE RADIAL UNLESS OTHERWISE INDICATED AS NON-RADIAL (NR).

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT ANDREWS PROPERTY, LLC, OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED HEREIN KNOWN AS JAVELIN LANDING, WHICH IS PART OF THIS PLAT, AND DO HEREBY MAKE THE FOLLOWING DEDICATIONS:

- TO THE JAVELIN LANDING OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, PARCEL A (COMMON AREA, PRIVATE), PARCEL C (COMMON AREA, PRIVATE), PARCEL D (COMMON AREA AND MAIL KIOSK, PRIVATE), PARCEL E (COMMON AREA, PRIVATE); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.
- TO THE JAVELIN LANDING OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, ALL 12' PRIVATE DRAINAGE/ACCESS EASEMENTS ON THE REAR OF ALL LOTS; THE 20' PRIVATE DRAINAGE/ACCESS EASEMENTS ON THE WEST 10' OF LOT 9, BLOCK A AND LOT 5, BLOCK C, AND THE EAST 10' OF LOT 8, BLOCK A AND LOT 6, BLOCK C; FOR PURPOSES OF OPERATION AND MAINTENANCE.
- TO THE CITY OF PENSACOLA, ITS SUCCESSORS AND ASSIGNS, JAVELIN COURT (30' RIGHT-OF-WAY, PUBLIC), PARCEL B (DRY STORMWATER POND, PUBLIC); FOR PURPOSES OF OWNERSHIP AND RESPONSIBILITY OF OPERATION AND MAINTENANCE.
- TO ALL UTILITY PROVIDERS, THE 10' & 15' WIDE UTILITY EASEMENTS LOCATED ADJACENT TO JAVELIN COURT (30' RIGHT-OF-WAY, PUBLIC); FOR PURPOSES OF OPERATION AND MAINTENANCE.
- TO FLORIDA POWER AND LIGHT, THE 5' WIDE UTILITY EASEMENT LOCATED ADJACENT TO THE FRONT AND REAR SETBACK LINES, FOR THE PURPOSES OF OPERATION AND MAINTENANCE.

IN WITNESS WHEREOF, ANDREWS PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS AUTHORIZED AGENT.

WITNESSES

SIGNATURE _____ CARL SPEAR
AMBR
ANDREWS PROPERTY, LLC,

PRINT

SIGNATURE

PRINT

NOTARY PUBLIC:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OF ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____, 2023, BY _____ AS THE _____ OF _____ ANDREWS PROPERTY, LLC, HE/SHE ☐ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE _____ COMMISSION NO. _____

PRINT NAME

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC, STATE OF: _____

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE _____ DAY OF _____, 2023 IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS
ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF _____, 2023, AND WAS APPROVED BY SAID COUNCIL.

ERICKA L. BURNETT
CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. ODOM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 6520

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUTES, SIGNED ON THE _____ DAY OF _____, 2023.

MARK A. NORRIS, PSM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NO. 6211, LB 7916
REBOL-BATTLE & ASSOCIATES
2301 N 9TH AVENUE, SUITE 300
PENSACOLA, FL 32503



Mark A Norris
c=US, o=Florida,
dnQualifier=A01410C0000
018443CFB120000432A1,
cn=Mark A Norris
2023.07.11 15:35:15 -05'00'

NOT VALID WITHOUT
THE ORIGINAL
SIGNATURE AND SEAL
OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

DECLARATION OF RESTRICTIVE COVENANTS,
OFFICIAL RECORDS BOOK: _____, PAGE(S): _____

PLAT BOOK: _____, PAGE: _____

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL, IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

This instrument prepared by,
record and return to:
Kerry Anne Schultz, Esquire
Schultz Law Group, P.L.L.C.
2779 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023072830 9/7/2023 11:00 AM
OFF REC BK: 9037 PG: 295 Doc Type: TESM
Recording \$27.00

TERMINATION OF EASEMENT

^{September} **THIS TERMINATION OF EASEMENT** (the "Agreement") is given as of this 5th day of August 2023, by and between **CARL SPEAR** (Grantor) and the **CITY OF PENSACOLA d/b/a PENSACOLA ENERGY**, a Municipal Corporation (Grantee).

WHEREAS, the Grantor is now the owner of certain real property more particularly described in Exhibit "A" attached hereto ("the Parcel"); and

WHEREAS, an easement for the purpose of installing a gas pipeline on the parcel was granted to the City of Pensacola, a municipal corporation from Warren H. Ralya and Ruth G. Ralya, former owners of the Parcel, and recorded in Book 1413, Page 0635, of the Official Records of Escambia County, Florida ("the Easement"); and

WHEREAS, the Grantor and the Grantee herby desire to release and terminate the Easement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee mutually hereby terminate, release and declare the Easement null, void and no longer of any further force or effect.

IN WITNESS WHEREOF, this Agreement has been executed on this 5th day of ~~August~~ ^{September} 2023.

WITNESSES:

Print: Lindsay Mahoney

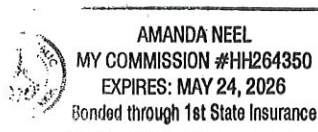
Print: Jennifer J. Bass

GRANTOR:

CARL SPEAR

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of August 2023, by **CARL SPEAR**, who is personally known to me or ☐ who has produced _____ as identification and has not taken oath.



Amanda Neel
NOTARY PUBLIC

Commission No.: HH-264350

My Commission Expires: May 24, 2026

WITNESSES:

Kaycee Lagarde
Print: Kaycee Lagarde
Aimee Dumas
Print: Aimee Dumas

GRANTEE:

[Signature]
CITY OF PENSACOLA d/b/a PENSACOLA ENERGY, a Municipal Corporation
By: D.C. Reeves
Its: Mayor

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of September 2023, by **D.C. REEVES**, as Mayor, on behalf of the **CITY OF PENSACOLA d/b/a PENSACOLA ENERGY**, a Municipal Corporation, who is personally known to me or ☒ who has produced _____ as identification and has not taken oath.



CAROLYN BARNES
Notary Public, State of Florida
My Comm. Expires Oct. 4, 2024
Commission No. HH 50373

Carolyn Barnes
NOTARY PUBLIC
Commission No.: HH50373
My Commission Expires: Oct 4, 2024

Attest:
Encha L. Bennett
City Clerk

Approved as to substance:

[Signature]
Director of Pensacola Energy

Legal in form and valid as drawn:

[Signature]
Asst. City Attorney

EXHIBIT A

That portion of Lot 3, Section 31, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a concrete monument at the point of intersection of the center lines of two rights-of-way (Creighton Road, a 100' right-of-way and Lanier Avenue, a 66' right-of-way) lying and being at right angles to each other; thence North along the centerline of said Lanier Avenue for a distance of 50.00 feet to a point on the North right-of-way line of said Creighton Road; thence West along said North right-of-way line for a distance of 243.00 feet to a point; thence North at a right angle for a distance of 301.00 feet to the point of beginning; thence West at a right angle for a distance of 105.00 feet to a point; thence North at a right angle for a distance of 301.00 feet to a point on the South right-of-way line of Lansing Drive (a 66' right-of-way); thence East along said South right-of-way line, at a right angle, for a distance of 210.00 feet to a point; thence South at a right angle, for a distance of 300.00 feet to a point; thence West at a right angle for a distance of 105.00 feet to a point; thence South at a right angle for a distance of 1.00 foot to the point of beginning, said point also being the point of termination of this easement.



MINUTES OF THE PLANNING BOARD

October 10, 2023

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Villegas, Board Member Sampson, Board Member Van Hoose, Board Member Powell

MEMBERS ABSENT: None

STAFF PRESENT: Assistant Planning & Zoning Manager Harding, Development Services Coordinator Statler, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Development Services Director Morris, Digital Media Specialist Johnston, Executive Assistant Chwastyk, Assistant City Clerk Tice

STAFF VIRTUAL: None

OTHERS PRESENT: Brian Spencer, Paul Battle

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from September 12, 2023
- **New Business:**
- Swearing in Reappointments
- Request for Final Plat Approval -Javelin Landing Subdivision – Lansing Drive – Zone C-1
- Proposed Amendment of the Land Development Code – Building Height Bonuses
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Paul Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation. Board Member Powell was sworn in by Assistant City Clerk Tice.

Approval of Meeting Minutes – Board Member Van Hoose made a motion to amend the September 12, 2023 minutes. For the request for a license to use the city right of way at 801 E. Gregory Street item, Board Member Van Hoose stated that the board did provide

the applicant with several alternatives and would like for the following line to be added – The board did offer several suggestions although Chairman Ritz made it clear that the board was not required to do so. **Board Member Grundhoefer seconded the motion, and it carried 5:0 with Board Member Villegas recusing since she was not present at the September meeting.**

New Business –

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Applicant was given time by Chairperson Ritz to arrive, moved on to the next item and will come back to request for Final Plat Approval.

Proposed Amendment of the Land Development Code – Building Height Bonuses

Assistant Planning & Zoning Manager, Harding introduced the item, The Mayor's Office is requesting an amendment to Sec. 12-3-121 of the Land Development Code to provide a provision for building height bonuses. The request is to add subsection (9) which would provide the option for building height bonuses above the limit otherwise established by a zoning district, so long as the overall height of the building does not exceed 150 feet. This bonus would be in exchange for the construction of affordable housing or as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, or provide public benefit uses. Additionally, standards for approval have been provided and all applications would be subject to review and approval by the City's Planning Board. Chairperson Ritz inquired of the tallest building height available per City Code, Assistant Planning & Zoning Manager, Harding explained that in commercial zoning districts you can build up to 100 feet at the property line, past the property line for every one foot you step back, you can go up three feet until you've reached the 150 feet. Chairperson Ritz clarified that they could build up to 150 feet at the property line if this amendment were in place versus the code currently. Chairperson Ritz stated historically most building heights we see in the city are 100 feet or lower and that the inclusion of density bonuses for affordable housing has been included for a while, but he personally hasn't seen it be used possibly because of cost. Assistant Planning & Zoning Manager Harding explained that commercial building height starts at the lowest habitable floor, parking decks would not contribute to the building height measurement so long as they did not contain habitable space. Board Member Grundhoefer asked if there were any building height bonuses for superior buildings, Assistant Planning & Zoning Manager Harding explained that currently there is not but if we wanted to exceed existing building height, the variance process is available. A discussion then started about the definition of superior buildings and that the planning board would review the applicant's presentation and would decide on if it is superior or not. Board Member Grundhoefer wanted clarification on what would come before the planning board, Assistant Planning & Zoning Manager Harding replied that it would be height bonuses and density bonuses that would come before them. Board Member Van Hoose inquired as to why it's necessary to go from 100 feet to 150 feet and if the city is losing any business due to the building height restrictions, Assistant Planning & Zoning Manager Harding explained that it would be better if Administration, who is considered the application, could answer her question, but that developers have inquired about how they could increase the building height allowances. Deputy City Administrator Forte addressed the board. He stated that this is not new language per say, but it mirrors off effective language already in the code. The City's goal is to modify codes

to properly incentivize wise growth management and help our bottom line which helps fund our various city departments and projects. This is also a way to allow for additional density without new land. Height variances are very hard to get because you are creating the hardship, that's why this height bonus is being brought before the board. A discussion then began regarding the infrastructure of the city and how these large structures with increased density will affect the infrastructure. That is something that Public Works is actively working on so that when these developments come before the planning board a Public Works representative will be able to speak on the matter. Also, the height can be higher than 150 feet if the if the bottom layers are strictly uninhabitable parking. These requests would be required to come before the board for approval. A discussion was then had regarding the various notifications used for items coming before the planning board. Brian Spencer addressed the board and gave his full support for the building height bonuses but suggested some sort of outline that provides the definition of superior designs for the benefit of the board. The board began a discussion about superior design standards and how specific they need to be. Assistant Planning & Zoning Manager Harding explained that in Section 12-3-121(d) it speaks to design guidelines. A new discussion began about what edits to make and where to make the edits. Assistant Planning & Zoning Manager Harding listed some of the design standards in the amendment such as, building design, architectural elements, architectural context, human scale, parking garages, rooftop mechanical equipment, blank walls, utilities and service areas, telephones and vending machines. The board then had a discussion pertaining affordable housing and the timeframe for affordable house. The board members felt secure in making a motion with the following language added, "Standards for approval shall be as follows and in accordance with design guidelines of section 12-3-121(d). **Board Member Villegas made a motion to approve with the language added, seconded by Board Member Powell and it carried 7:0.**

Request for Final Plat Approval – Javelin Landing Subdivision – Lansing Drive - Zone C-1 – District 2

Assistant Planning & Zoning Manager, Harding introduced the item, Rebol-Battle & Associates is requesting final plat approval for the Javelin Landing Subdivision located along Lansing Drive which is near the intersection of Lanier Drive and Creighton Road. These properties are located within the C-1 zoning district of which three (3) parcels will be subdivided into thirty (30) lots to accommodate single-family attached residences.

- Per Sec. 12-3-105: Subdivision of 5 lots or more constitutes a major subdivision
- Property area: 1.87 acres
- Maximum Density:
- Setback requirements: There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

There is a retention pond in the eastern boundary, everything south is commercial.

The preliminary plat was approved in September 2022. This application has been routed through the various City departments and utility providers. The comments received to date have been provided within your packet. There were late comments provided by FPL, the developers must stay outside the FPL transmission and/or distribution easement. Also, the developers must ensure they are outside of safety clearances from the existing

distribution and transmission facilities. The applicant did make their submissions before the required time limit. Paul Battle addressed the board and stated they had addressed the concerns that ECUA had and have all the required permits through ECUA, they have run new sewer lines, stormwater is to the east. **Board Member Powell made a motion to approve, seconded by Vice Chairperson Larson and it carried 7:0.**

Open Forum – none

Discussion – Gateway Redevelopment District

At the September 2023 Planning Board meeting, the board requested a discussion item to be placed on the next agenda related to the purpose and future of the Gateway Redevelopment District. Sec. 12-3-12 has been provided for reference which includes subsection 1, pertaining to the Gateway commercial corridor, and subsection 2, pertaining to the Aragon redevelopment area. The board had a discussion regarding the appearance issues with the Gateway Redevelopment District. They would like this corridor to be a beautiful entry into our city. Assistant Planning & Zoning Manager Harding suggested that solution could be to introduce a form-based code to this district, designed to create a unified theme. For example, such a form-based code could require all new development to be within a certain distance of the street, must have more a certain percentage of glazing or windows, must have certain architectural features, thematic hardscape types, etc. All these suggestions can and will be forwarded to the firm tasked with assessing our LDC. The report created by the firm will come before the planning board, so they will review it before it goes before city council. Assistant Planning & Zoning Manager Harding informed the board that staff sits in on these meetings and will be able to inform the firm the concerns of the planning board regarding the different gateways and entrance arteries that need improvement. The board had additional discussion regarding the parking decks in relation to building height.

Adjournment – With no further business, the Board adjourned at 4:09 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 #: 23-00930

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM:
STATE

RECOMMENDATION:

That City Council approve the acceptance of the FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State, agreement between the City of Pensacola and the State of Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants in the amount of \$35,753.62, upon award of the grant. Further, that City Council authorize the Mayor to take all actions necessary to execute the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (State) to support efforts with purchasing eight (8) SWAT vests.

The Pensacola Police Department's SWAT team is in need of sixteen (16) vests as the current ones will expire/surpass the five-year recommended usage in May 2024. It is important for each officer to be assigned to a vest that has not expired by industry standards. PPD will prepare budgets for FY2025 starting in January/February; however, funding for those projects will not become available until October 1, 2024.

The grant will be used to purchase eight (8) SWAT vests, plus accessories for each vest. This will help alleviate the need to purchase all 16 vests when they expire in May 2024. These vests are critical in providing body protection for members of the department's SWAT team who respond to various situations, such as high-risk search warrants, dignitary protection, hostage situations, etc. It is imperative that team members be outfitted with proper and updated equipment to help protect them while working in potentially unsafe situations.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block

Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program. Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$35,779.00	
Actual:	\$19,236.96	(8 SWAT vests @ \$2,404.62 each)
	\$5,661.90	(9 Phase 1 Mantel and Pauldron accessories @ \$629.10 each)
	\$4,424.00	(8 bicep protectors @ \$553.00 each)
	\$4,760.00	(8 threat plates @ 595.00 each)
	\$669.60	(8 wing pouch seats @ \$83.70 each)
	\$500.58	(9 front panels @ \$55.62 each)
	\$500.58	(9 back panels @ \$55.62 each)
	\$35,753.62	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY23 Edward Byrne Memorial Justice Assistance (JAG) Program: State is \$35,779.00 based on the 2023 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant. The overage funding in the amount of \$25.38 will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/27/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. SWAT VEST Application - Resolution No. 2023-89
2. C-R7119 Federal Award - Agreement -Resolution No. 2023-89
3. Supplemental Budget Resolution No. 2023-89
4. Supplemental Budget Explanation No. 2023-89

PRESENTATION: No



SWAT Vests

Prepared by Pensacola Police Department
for Florida Department of Law Enforcement JAG22 - Countywide

Submitted by Cindy West

Submitted on 10/11/2023 11:27 AM Eastern Standard Time



Opportunity Details

Opportunity Information

Title

JAG22 - Countywide

Description

This opportunity is available to select state agencies who receive annual appropriations under Florida's Justice Assistance Grant (JAG) Program.

Awarding Agency Name

U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone

850-617-1250

Agency Contact Email

criminaljustice@fdle.state.fl.us

Subjects

Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Countywide (JAGC)

Opportunity Manager

Krista Sanders

Opportunity Posted Date

7/7/2023

Announcement Type

Initial Announcement

Assistance Listings Number

16.738

Public Link

<https://www.gotomygrants.com/Public/Opportunities/Details/6d590130-6fb4-4e01-8d5e-24efb01d4570>

Is Published

Yes

Funding Information

Total Program Funding

\$6,977,031.00

Funding Sources

Federal Or Federal Pass Through

Award Information

Award Period

10/01/2022 - 09/30/2025

Award Type

Non Competitive



Indirect Costs Allowed

Yes

Matching Requirement

No

Submission Information

Submission Window

07/07/2023 12:00 AM - 10/02/2023 11:59 PM

Submission Timeline Type

One Time

Eligibility Information

Eligibility Type

Private

Eligible Applicants

- State Governments
- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Eligibility Information

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

Additional Information

Additional Information URL

<https://www.fdle.state.fl.us/Grants/Home.aspx>

Additional Information URL Description

This site contains information regarding the various programs, funding opportunities, and forms managed by the Office of Criminal Justice Grants. Contact information and additional resources can also be found on this site.



Project Information

Application Information

Application Name

SWAT Vests

Award Requested

\$35,779.00

Total Award Budget

\$35,779.00

Primary Contact Information

Name

Cindy West

Email Address

Cewest@cityofpensacola.com

Address

711 N. Hayne St.
Pensacola, FL 32501

Phone Number

(850) 435-1932



Project Description

JAG Program - Project Summary

Applicant and Award Information

Eligible Recipients for JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

Is the Eligible Recipient a State Agency?

- ☐ Yes
☒ No

In which county is the Eligible Recipient located?

Escambia

What is the Eligible Recipient's SAM Unique ID number?

UBMRAF87HQB5

Upload a copy of the Eligible Recipient's active SAM registration below.

SAM registration 2023.pdf

What is the Eligible Recipient's FEID number?

596000406

Project Information

NOTE: The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.

Desired Start Date of the Project

10/1/2023

Desired End Date of the Project

9/30/2024

Please select your desired reporting frequency for submitting payment requests AND performance reporting.

Quarterly

Select the appropriate program area for this project.

- ☒ 01 - Law Enforcement
☐ 02 - Crime Lab/Forensics
☐ 03 - Crime Prevention
☐ 04 - Prosecution
☐ 05 - Public Defense
☐ 06 - Courts
☐ 07 - Corrections

- ☐ 08 - Community Corrections
- ☐ 09 - Reentry Services
- ☐ 10 - Behavioral Health
- ☐ 11 - Assessment/Evaluation
- ☐ 12 - Crime Victim/Witness

Problem Identification

PID1: Describe the problem, issues, or concerns this funding will address and describe why this project is a priority for your organization.

The Pensacola Police Department's SWAT team is in need of 16 vests as the current ones will expire (surpass their five-year recommended usage) in May 2024, which will be prior to the next fiscal year budget start of October 2024.

It is a priority to have vests that have not reached expiration dates. In this case, this grant will allow the department to purchase eight vests/accessories prior to May/October 2024. It is important for each officer to be assigned a vest that has not expired by industry standards.

Supervisors/sections will prepare budgets for FY2025 starting in January/February; however, funding for those projects will not become available until October 1, 2024. The current SWAT vests will expire in May 2024, which is prior to the time they can be replaced via department budget.

A new SWAT commander was assigned to the team earlier this year, and he is in the process of submitting requests to update equipment. The new SWAT commander discovered the upcoming expiration date but it was too late to include in this year's budget.

PID2: What actions are your organization currently taking to help address the problem/issue/concern described above?

A new SWAT commander was assigned to the team earlier this year, and he is in the process of submitting requests to update equipment. One of the issues he identified is that the teams' vests are scheduled to expire by May 2024.

The department is in the process of trying to secure grant funding from several sources to purchase the vests because the need arose after this year's budget was completed and approved.

The new SWAT commander's requests are scheduled to be submitted in January/February 2024 for purchase in the next fiscal year, but the budget will not go into effect until October 2024, after the vests have reached their expiration dates.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ☐ Yes
- ☒ No

Scope of Work

Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

- ☐ Yes
- ☒ No

Overtime

Will you be using funds to support overtime pay?

- ☐ Yes
- ☒ No

Travel and Training

Will you be using funds to support training and/or travel costs?

- ☐ Yes
- ☒ No



Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

- ☒ Yes
☐ No

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

The Pensacola Police Department will use this grant to purchase eight SWAT vests plus accessories for each vest which will help alleviate the need to purchase all 16 vests when they expire by May 2024.

These vests are critical in providing body protection for members of the department's SWAT team who respond to various situations, such as high-risk search warrants, high-risk arrest warrants, dignitary protection, hostage situations, etc. It is imperative that team members be outfitted with proper and updated equipment to help keep them safe while working potentially unsafe situations.

The grant is for \$35,779.00, and the equipment purchase totals \$35,753.62 for a difference of \$25.38.

Sole Source

The use of noncompetitive procurement methods (i.e. sole source) for grant-funded purchases and procurement contracts is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. The item or service is only available from one source. This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors.
2. A public emergency exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.
3. Inadequate competition was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the noncompetitive procurement.

Applicants expecting to purchase grant-funded items non-competitively must complete the [OCJG Sole Source Justification Approval](#) form. If the total procurement, regardless of how much is funded by the award, exceeds the federal simplified acquisition threshold (currently \$250,000), the OCJG grant manager must coordinate federal sole source approval, which may require additional information.

NOTE: Vendor sole source letters are not sufficient for the approval of noncompetitive purchases.

Are any items being procured noncompetitively (i.e. sole source)?

- ☐ Yes
☒ No

State-Term or Alternate Source Contracts

State-Term or Alternate Source Contracts

Federal procurement regulations allow for grant-funded items to be piggybacked off of other existing contracts with other entities. This is often referred to as alternate source contracting and is often used by OCJG recipients when procuring off of a State-Term Contract. Applicants proposing to use this method of procurement are required to describe and provide the contract number they are using for the alternate source procurement.

Are any items being procured from an existing Florida State-Term Contract?

- ☐ Yes

☒ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

☐ Yes
☒ No

Third-Party Contracts and/or Subawards

This category includes third-party agreements with a vendor, provider, consultant, etc. to assist in accomplishing the goals and objectives of the project. There are two types of contractual relationships recognized under federal awards. For a visual flowchart of the two types and what is required for each, please see our "[Understanding Contractual Services under Federal Awards](#)" resource.

Will you be using funds to support third-party agreements (contractual services and/or subawards)?

☐ Yes
☒ No

Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

☐ Yes
☒ No

Other Costs

Will you be using funds to support other costs not captured above (i.e. rental agreements, utilities, subscriptions, licensing, etc.)?

☐ Yes
☒ No

Program Generated Income (PGI)

Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with [Section 3.4 of the DOJ Grants Financial Guide](#).

Will any proposed grant activities generate Program Income?

☐ Yes
☒ No

JAG Pre-Approvals

JAG funds may not be used to pay for any of the following items unless pre-approved by the BJA Director:

1. vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters);
2. luxury items;
3. real estate;
4. construction projects (other than penal or correctional institutions); or
5. any similar matters.



See [BJA's JAG FAQs](#) for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.



JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;
- overseeing all programmatic and financial reporting; and
- ensuring overall compliance with the grant agreement.

GM Name (First Last)

Cindy West

GM Title

Accreditation & Grant Compliance Specialist

GM Address 1

711 N. Hayne St.

GM Address 2

GM City

Pensacola

GM State

FL

GM Zip Code+4 (XXXXXX-XXXX)

32501-4083

GM Phone Number (XXX-XXX-XXXX)

8504351932

GM Email Address

Cewest@cityofpensacola.com

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)

D.C. Reeves

CO Title

Mayor

CO Address 1

222 W. Main St.

CO Address 2

CO City

Pensacola



CO State

FL

CO Zip Code+4 (XXXXXX-XXXX)

32502-5743

CO Phone Number (XXX-XXX-XXXX)

850-435-1625

CO Email Address

DCreeves@cityofpensacola.com

Will the Chief Official be designating another individual to execute agreements on their behalf?

☒ Yes

☐ No

If yes, upload written authorization of signature authority (i.e. letter, ordinance, charter, etc.)

Mayoral Grant Manager Authority Delegation-Boyer.pdf

Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)

Amy Lovoy

CFO Title

Finance Director

CFO Address 1

222 W. Main St.

CFO Address 2

CFO City

Pensacola

CFO State

FL

CFO Zip Code+4 (XXXXXX-XXXX)

32502-5743

CFO Phone Number (XXX-XXX-XXXX)

850-435-1821

CFO Email Address

Alovoy@cityofpensacola.com

Additional Grant Contact

Is there an additional grant point-of-contact (POC) you wish to add to the grant file?

☒ Yes

☐ No

POC Name (First Last)

Jennifer Cole



POC Title

Budget and Planning Specialist

POC Phone Number (XXX-XXX-XXXX)

850-435-1856

POC Email Address

JSCole@cityofpensacola.com



JAG Program - Certifications & Forms

Required Forms/Certifications for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All applicants are required to complete and submit the [Lobbying, Debarment, and Drug Free Workplace](#) Certification with each application submission.

Upload the completed certification below.

Lobbying Debarment and Drug Free Workplace Certification PPD.pdf

Subrecipient Management Questionnaire

All applicants are required to complete and submit the [Subrecipient Management Questionnaire \(SMQ\)](#) form with their application. This form is used to help evaluate the applicant organization's existing internal controls related to the management of federal grant funds. FDLE will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the subaward.

Upload the completed SMQ form below.

Scanned SMQ SWAT Vests.pdf

Upload additional attachments to accompany your completed SMQ.

Equal Employment Opportunity (EEO)

Civil Rights Training

As a condition of the federal JAG award, FDLE requires applicants (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our [Civil Rights Training for Grantees](#) webpage. At a minimum, the applicant grant manager must complete the training.

Have you completed the Civil Rights Training for Grantees modules?

- ☒ Yes
☐ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates.

Cindy West Civil Rights training Module 1 certificate.pdf, Cindy West Civil Rights training Module 2 certificate.pdf,
Jennifer Cole Civil Rights training 1 March 2023.pdf, Jennifer Cole Civil Rights training 2 March 2023.pdf

EEO Certification (EEOC)

All applicants are required to submit an EEO Certification (EEOC) annually.



FDLE strongly recommends the use of the OJP Office for Civil Rights, [EEO Reporting Tool](#) to complete this certification, especially for applicants who are required to prepare an EEO Plan (EEOP), or Utilization Report. However, in absence of using the EEO Reporting Tool, you may choose to submit the [PDF certification](#) with your application.

Upload completed EEO Certification below.

EEO Certification 2022.pdf

EEO Plan (EEOP)

Applicants with more than 50 employees who also receive a single award of \$25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must complete and submit their EEO Plan (EEOP), also known as a Utilization Report, to OJP's Office for Civil Rights.

This process must be completed using the [EEO Reporting Tool](#). OJP's Office for Civil Rights has published an [assistance tool](#) to assist applicants with this process.

Does your organization have 50 employees or more?

- ☒ Yes
☐ No

Does your organization receive a single award of \$25,000 or more from any U.S. Department of Justice grant program?

- ☒ Yes
☐ No

Has your agency completed an EEO Plan within the past two years?

- ☒ Yes
☐ No (a condition will be added to the award)

Upload your EEO Plan below.

EEO Plan 2022.pdf

EEO Plan Approval

Applicants with more than 50 employees who also receive a single award \$500,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must obtain an EEO Plan (EEOP) approval letter from OJP's Office for Civil Rights.

This process must be completed using the [EEO Reporting Tool](#). OJP's Office for Civil Rights has published an [assistance tool](#) to assist applicants with this process.

Does your organization receive a single award of \$500,000 or more from any U.S. Department of Justice grant program?

- ☐ Yes
☒ No

No approval letter required.

Based on your response, you are only required to submit the EEO Certification and Plan above. You may move to the next section.

Project Specific Certifications

Ballistic Vest Certification

Applicants proposing to use grant funds to procure ballistic vests must ensure the vests are American-made, ordered to fit the user, and are compliant with [NIJ Ballistic/Stab Standards](#). In addition, applicants purchasing routine-duty body armor must complete the [Ballistic Vests \(Mandatory Wear\) Certification](#) with their application.

Is this application proposing to use grant funds for ballistic vests?

- ☒ Yes
☐ No

Upload completed ballistic vest certification below.

GO B-10 Body Armor.pdf, Body Armor Mandatory Wear Policy Certification.pdf

Body Worn Camera Certification

Applicants proposing to use grant funds to procure body worn camera equipment and supplies must complete the [Body Worn Camera Policy Certification](#) with their application.

NOTE: Grant funds can only support licensing, storage, and warranties during the grant period. If these costs extend past the grant period they will be pro-rated from the date of purchase.

Is this application proposing to use grant funds for body cameras?

- ☐ Yes
☒ No

Confidential Funds Certification

Applicants proposing to use their grant to support confidential fund activities must complete the [Confidential Funds Certification](#) with their application. Additionally, applicants must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting policies based off of our [example policy](#) provided on our website.

Is the applicant proposing to use the grant to support confidential fund activities?

- ☐ Yes
☒ No

Suitability to Work With Minors

Applicants proposing to use grant funds that involve interacting with minors must make a written determination of each individuals suitability to work with minors. For more information on this requirement, please review our [Suitability to Work with Minors](#) training slides.

In order to facilitate compliance with this requirement, FDLE has two forms that must be completed for any program involving interactions with minors:

- [Suitability to Work and/or Interact with Minors Certification \(SWIMC\)](#)
- [Suitability to Work and/or Interact with Minors Tracking \(SWIMT\)](#)

Is the applicant proposing to use grant funds for activities that directly involve working with or interacting with minors?

- ☐ Yes
☒ No

Telecommunications and Video Surveillance Services and/or Equipment

Applicants proposing to use grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a [TVS certification](#) with their application. For more information on this requirement, please review the [FAQs](#) and the [training](#) posted to our webpage.

Is the applicant proposing to use grant funds for telecommunications or video surveillance equipment/services?

- ☐ Yes
☒ No

Task Force Activities

Applicants proposing to use funds to support any task force activities (personnel, overtime, equipment, supplies, service agreements, etc.) must provide a task force personnel roster at the time of application. In addition, the applicant is responsible for ensuring all task force members complete the required [BJA Center for Task Force Integrity and Leadership online training](#) once every four years. The completion certificates for each member on the roster must be provided to OCJG.

Note: For any task force members who have not completed the training or have expired training certificates, a withholding of funds condition will be placed on the award until valid certificates are provided for each member on the task force roster.

Is the applicant proposing to use grant funds to support task force activities?

- ☐ Yes
☒ No

NEPA

Applicants proposing to use funds for "minor renovations", mounting items to the exterior of an existing building/structure (i.e. surveillance cameras), meth lab clean up activities, and some forensic processing requires approval from BJA's National Environmental Policy Act (NEPA) coordinator. Any applicants proposing projects that meet the criteria for NEPA approval are required to complete the [BJA CATEx Checklist form](#) and upload it with their grant.

Note: Applicants should not expend any grant funds until NEPA approval is obtained. If BJA denies the approval, you will not be reimbursed for the NEPA related expenses.

Is the applicant proposing to use grant funds for any NEPA related activities?



- ☐ Yes
- ☒ No

Budget**Proposed Budget Summary****Expense Budget**

	Grant Funded	Total Budgeted
D. Equipment		
SWAT Vests	\$35,779.00	\$35,779.00
Subtotal	\$35,779.00	\$35,779.00
Total Proposed Cost	\$35,779.00	\$35,779.00

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	\$35,779.00	\$35,779.00
Subtotal	\$35,779.00	\$35,779.00
Total Proposed Revenue	\$35,779.00	\$35,779.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative**D. Equipment**

List each NON-EXPENDABLE item to be purchased. Expendable items should be included in the supplies category. Each line item description MUST detail the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 PC/Tablets @ \$1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = \$4,500.

SWAT Vests

The Pensacola Police Department will use this grant to purchase 8 SWAT vests @ \$2,404.62 each = \$19,236.96 with necessary accessories; 9 Phase 1 Mantle and Pauldron @ \$629.10 = \$5,661.90; 8 bicep protectors @ \$553 each = \$4,424.00; 8 threat plates @ \$595 each = \$4,760.00; 8 wing pouch sets @ \$83.70 each = \$669.60; 9 front panels @ \$55.62 each = \$500.58; 9 back panels @ \$55.62 each = \$500.58.

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Pensacola

Recipient SAM UEI: UBMRAF87HQF5

Award Number: R7119

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7119: SWAT VESTS

Federal Funds: \$35,779.00

Matching Funds: \$0.00

Total Funds: \$35,779.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Pensacola (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work

Appendix B – Deliverables

Appendix C – Approved Budget

Appendix D – Award Contacts

Appendix E – Special Conditions

Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7119
Award Title: C-R7119: SWAT VESTS
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of Pensacola

Signature: _____

Typed Name and Title: D.C. Reeves, Mayor

Date: _____

***** If using a designee, sign in the “Chief Official Designee” section below. *****

Chief Official Designee (optional) City of Pensacola

Signature: _____

Typed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	R7119
Recipient:	City of Pensacola
Award Title:	C-R7119: SWAT VESTS
Award Period:	10/01/2023 - 09/30/2024

Problem Identification

The Pensacola Police Department's SWAT team needs 16 vests as the current ones will surpass their five-year recommended usage in May 2024, which will be prior to the next fiscal year budget start of October 2024. It is a priority to have vests that have not reached expiration dates. In this case, this grant will allow the department to purchase 8 vests/accessories prior to May/October 2024. The new SWAT commander discovered the upcoming expiration date, but it was too late to include in this year's budget. The grant will be used to purchase vests specially made for high-risk, close quarter combat and SWAT teams, mantles for neck protection, pauldrons for shoulder protection, bicep protectors to protect biceps, threat plates to cover major torso organs, wing pouch sets to hold equipment such as radios, and front and back panels to hold body armor for ballistic protection. The requested items are necessary to protect SWAT members as they respond to high-risk incidents. A new SWAT commander was assigned to the team earlier this year, and he is in the process of submitting requests to update equipment. This project is a priority because our SWAT team needs these items to be safe while on duty.

Scope of Work

The City of Pensacola will use JAG funds to purchase eight SWAT vests plus accessories for each vest. This will help alleviate the need to purchase all 16 vests when they expire in May 2024. These vests are critical in providing body protection for members of the department's SWAT team who respond to various situations, such as high-risk search warrants, high-risk arrest warrants, dignitary protection, hostage situations, etc. It is imperative that team members be outfitted with proper and updated equipment to help keep them safe while working potentially unsafe situations.

Appendix B - Deliverables

Award Number: R7119
Recipient: City of Pensacola
Award Title: C-R7119: SWAT VESTS
Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure back panels, bicep protectors, front panels, phase 1 mantle and pauldrons, SWAT vests, threat plates, and wing pouch sets.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$35,779.00

Appendix C - Approved Budget

Award Number:	R7119		
Recipient:	City of Pensacola		
Award Title:	C-R7119: SWAT VESTS		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$35,779.00	\$0.00	\$35,779.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Back Panels	9 Back Panels @ \$55.62 each = \$500.58.	\$500.58	\$0.00	\$500.58
Bicep Protectors	8 Bicep protectors @ \$553 each = \$4,424.00.	\$4,424.00	\$0.00	\$4,424.00
Front Panels	9 Front Panels @ \$58.44 each = \$525.96.	\$525.96	\$0.00	\$525.96
Phase 1 Mantles and Pauldrons	9 Phase 1 Mantles and Pauldrons @ \$629.10 each.	\$5,661.90	\$0.00	\$5,661.90
SWAT Vests	8 SWAT vests @ \$2,404.62 each = \$19,236.96.	\$19,236.96	\$0.00	\$19,236.96
Threat Plates	8 Threat Plates @ \$595 each = \$4,760.00,	\$4,760.00	\$0.00	\$4,760.00
Wing Pouch Sets	8 Wing Pouch Sets @ \$83.70 each = \$669.60.	\$669.60	\$0.00	\$669.60
D. Equipment Subtotal:				\$35,779.00

Appendix D: Award Contacts

Award Number: R7119
Recipient: City of Pensacola
Award Title: C-R7119: SWAT VESTS
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Cindy West
Title: Accreditation & Grant Compliance Specialist
Address: 711 N. Hayne St.
Pensacola, FL 32501-4083
Phone: 8504351932
Email: Cewest@cityofpensacola.com

Recipient Chief Official (CO)

Name: D.C. Reeves
Title: Mayor
Address: 222 W. Main St.
Pensacola, FL 32502-5743
Phone: 850-435-1625
Email: DCreeves@cityofpensacola.com

Recipient Chief Financial Officer (CFO)

Name: Amy Lovoy
Title: Finance Director
Address: 222 W. Main St.
Pensacola, FL
Phone: 850-435-1821
Email: Alovoy@cityofpensacola.com

Recipient Additional Point of Contact (POC)

Name: Jennifer Cole
Title: Budget and Planning Specialist
Phone: 850-435-1856
Email: JSCole@cityofpensacola.com

Appendix E: Special Conditions

Award Number: R7119
Recipient: City of Pensacola
Award Title: C-R7119: SWAT VESTS
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will expire on 3/29/2024. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to the expiration date.
- S0002 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0003 WITHHOLDING OF FUNDS: Within sixty (60) days of award, the recipient must submit a current EEO Certification (EEOC) to the Office of Criminal Justice Grants.
- W0004 WITHHOLDING OF FUNDS: Prior to the obligation and drawdown of funds for ballistic vests, the Recipient must submit a properly executed BJA Mandatory Wear Certification to the Office of Criminal Justice Grants.
- S0005 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal

purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to

match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application 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) transaction or contract under a public transaction; violation of federal

or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”
- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other

Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period

end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 CFR Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and

fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period.

This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.

- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

27.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient

agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA

Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as “employees” of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

21.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**RESOLUTION
NO. 2023-89**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. SPECIAL GRANTS FUND

As Reads	Federal Grants	304,300
Amended		
To Read:	Federal Grants	340,079
As Reads	Operating Expenses	3,291,901
Amended		
To Read:	Operating Expenses	3,327,680

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- RES NO. 2023-89

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	35,779	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>35,779</u>	
Appropriations		
Operating Expenses	35,779	Increase appropriation for Operating Expenses
Total Appropriations	<u>35,779</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00929

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-89 - FY23 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM: STATE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-89.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; PROVIDING FOR AN EFFECTIVE
DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department (PPD) submitted a grant application to the U.S. Department of Justice, Bureau of Justice Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (State) to support efforts with purchasing eight (8) SWAT vests.

The Pensacola Police Department's SWAT team is in need of sixteen (16) vests as the current ones will expire/surpass the five-year recommended usage in May 2024. It is important for each officer to be assigned to a vest that has not expired by industry standards. PPD will prepare budgets for FY2025 starting in January/February; however, funding for those projects will not become available until October 1, 2024.

The grant will be used to purchase eight (8) SWAT vests, plus accessories for each vest. This will help alleviate the need to purchase all 16 vests when they expire in May 2024. These vests are critical in providing body protection for members of the department's SWAT team who respond to various situations, such as high-risk search warrants, dignitary protection, hostage situations, etc. It is imperative that team members be outfitted with proper and updated equipment to help protect them while working in potentially unsafe situations.

The JAG Program blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs (under Title XI-Department of Justice Reauthorization) to provide

agencies with the flexibility to prioritize and place justice funds where they are most needed. The JAG Program provides states, tribes and local governments funding to support a broad range of activities to prevent and control crime based upon local needs and conditions. Matching funds are not required under the JAG Program.

Among the grant requirements are that the Pensacola Police Department notify City Council of its intended use of the grant and to allow the citizens an opportunity to comment prior to the application submission.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$35,779.00	
Actual:	\$19,236.96	(8 SWAT vests @ \$2,404.62 each)
	\$5,661.90	(9 Phase 1 Mantel and Pauldron accessories @ \$629.10 each)
	\$4,424.00	(8 bicep protectors @ \$553.00 each)
	\$4,760.00	(8 threat plates @ 595.00 each)
	\$669.60	(8 wing pouch seats @ \$83.70 each)
	\$500.58	(9 front panels @ \$55.62 each)
	\$500.58	(9 back panels @ \$55.62 each)
	\$35,753.62	TOTAL

FINANCIAL IMPACT:

The estimated grant award for the FY23 Edward Byrne Memorial Justice Assistance (JAG) Program: State is \$35,779.00 based on the 2023 Florida Local JAG Allocations. Projects to be funded from this grant award do not require a local match. Adoption of the supplemental budget resolution will appropriate funding for this grant. The overage funding in the amount of \$25.38 will be returned to the DOJ Justice Grants administration.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

10/27/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-89
2. Supplemental Budget Explanation No. 2023-89

PRESENTATION: No

**RESOLUTION
NO. 2023-89**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. SPECIAL GRANTS FUND

As Reads	Federal Grants	304,300
Amended		
To Read:	Federal Grants	340,079
As Reads	Operating Expenses	3,291,901
Amended		
To Read:	Operating Expenses	3,327,680

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FY23 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM- RES NO. 2023-89

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	35,779	Increase appropriation for Federal Grants - JAG Grant: Local Solicitation
Total Revenues	<u>35,779</u>	
Appropriations		
Operating Expenses	35,779	Increase appropriation for Operating Expenses
Total Appropriations	<u>35,779</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1014

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

ACCEPTANCE OF AWARD OF FLORIDA COMMERCE COMMUNITY DEVELOPMENT
BLOCK GRANT AWARD #HS001 - HOLLICE T. WILLIAMS STORMWATER PARK

RECOMMENDATION:

That City Council approve acceptance of Florida Commerce Community Development Block Grant Disaster Recovery Award #HS001 for the stormwater redevelopment of Hollice T. Williams Stormwater Park.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City of Pensacola has been awarded \$25,082,604.48 to redesign and retrofit stormwater needs on the entire 1.3 mile Hollice T. Williams Stormwater Park. The monies used for this project will be used for activities for increased detention and treatment for stormwater. The project will repair and harden stormwater infrastructure to reduce flooding frequency and magnitude within the dense LMI service area. The project contiguously spans a 1.3 mile corridor that runs underneath and along a stretch of Interstate-110 (I-110). The HTW Stormwater Park has been designed and engineered by an outside firm, and the city is ready to begin procurement. The plans were completed in October 2022, and are reasonably reflective of market conditions at that time--6 months prior to the submission of this Rebuild Florida project application. The completed HTW Stormwater Park will serve multiple purposes. It will be a place for community members of all ages and backgrounds to connect and enjoy activities in the heart of the city. It will also serve to improve water quality and reduce stormwater in the area, while reconnecting the social fabric of the neighborhood bifurcated by the construction of I-110 in the 1970s. The City of Pensacola's Parks and Recreation Department as well as its Public Works & Facilities Department will support and maintain the multipurpose/multi-use park. Many of the park's natural features and hardscapes are designed to be on-grade, resilient and hardened against future flooding events.

PRIOR ACTION:

City of Pensacola has previously worked to rehabilitate the Hollice T. Williams Stormwater Park, including the creation of a skate park, retrofitting of the community pool and other projects to improve the overall durability and community aspect of the park.

FUNDING:

Budget: \$25,082,604.48 - CDBG-DR Funding
\$5,000,000.00- Future NRDA Funding
\$1,135,778.81- FDOT Funding

\$31,218,383.29

Actual: \$25,082,604.48 - CDBG-DR Funding
\$5,000,000.00- Future NRDA Funding
\$1,135,778.81- FDOT Funding

\$31,218,383.29

FINANCIAL IMPACT:

In addition to the CDBG-DR Funding, City of Pensacola is also seeking an additional \$5 million dollars in NRDA funding for this project.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director,
William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Grant Agreement

PRESENTATION: No

**State of Florida
Department of Commerce
Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Rebuild Florida
Infrastructure Repair 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 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 Director of the Division of Community Development 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 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 defend, indemnify, and 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 shall defend, indemnify, and hold Commerce harmless

against any damages proximately caused by the acts or omissions to the tort monetary limits as 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:

Angela Lewis

107 E. Madison Street, MSC 400

Tallahassee, Florida 32399

Ph: (850) 921-3271

Angela.Lewis@Commerce.fl.gov

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Kevin Boyer

Grants and Special Projects, Coordinator

222 W. Main Street

Pensacola, Florida 32502

Ph: (850) 435-1822

kboyer@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 **Twenty-Five Million, Eighty-Two Thousand, Six Hundred Four Dollars and Forty-Eight Cents (\$25,082,604.48)**, 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.
- (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		Date	
Federal Tax ID #	59-6000406		
UEI #	UBMRAF87HQQF5		

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: _____

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 \$110,990,384.82 of this funding for the Rebuild Florida Infrastructure Repair Program through the CDBG-DR Program.

Infrastructure activities that are eligible under the Rebuild Florida Infrastructure Repair Program include:

- Restoration of infrastructure damaged by Hurricane Sally (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.);
- Demolition and/or rehabilitation of publicly or privately owned commercial or industrial buildings;
- Renourishment of protective coastal dunes systems and state beaches;
- Repairs to damaged buildings that are essential to the health, safety, and welfare of a community when repairs to these buildings constitutes an urgent need (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, homeless shelters, schools and educational facilities, and other public properties, including properties serving as emergency shelters); and
- Repairs to water lines and systems, sewer lines and systems, drainage, and flood mitigation systems.

Mitigation activities that are eligible under the Rebuild Florida Infrastructure Repair Program include:

- Development of mitigation standards, regulations, policies, and programs;
- Land use/zoning policies;
- Strong statewide building code and floodplain management regulations;
- Dam safety programs, seawalls, and levee systems;
- Acquisition of flood prone and environmentally-sensitive lands;
- Retrofitting/hardening/elevating structures and critical facilities;
- Relocation of structures, infrastructure, and facilities out of vulnerable areas;
- Permanent relocation of residential housing and businesses located in high-risk areas through voluntary buyback programs, appropriate relocation assistance, and rebuilding in low-risk areas within the neighborhood or areas of opportunity;
- Public awareness/education campaigns; and
- Improvement of warning and evacuation systems.

2. PROJECT DESCRIPTION:

The City of Pensacola has been awarded \$25,082,604.48 of CDBG-DR funds for the Hollice T. Williams Stormwater Park. As a result of Hurricane Sally, the city has experienced recurring flooding in and around the neighborhoods south of E Maxwell Street and north of W. Cervantes Street. These neighborhoods experienced widespread flooding and stormwater inundation due to a lack of adequate stormwater conveyance systems, causing substantial damage to personal property, destruction of homes, and disruption of public services.

In completion of this project, the City of Pensacola will construct a comprehensive stormwater conveyance system culminating beneath Interstate 110, where the City will expand and increase capacity of an existing stormwater retention pond. Additionally, the city will harden the community by constructing a new underground catchment to collect and treat excess stormwater.

Construction will include a comprehensive stormwater management approach to include, but not limited to: (a) replacement of damaged conveyance lines, (b) installation of new box grates, culverts, etc., (c) expansion of an existing stormwater retention pond, (d) construction of a new underground catchment, (e) installation of Pollutant Loading Reduction features (natural and/or artificial filtration measures), and (f) creating and/or expanding existing ditches and conveyance connectors to the City's existing stormwater infrastructure.

The project will occur within the city under and around Interstate 110, south of E Maxwell Street, north of W. Cervantes Street, east of N. E Street, and west of N. 9th Avenue.

This project meets the "Restoration and Repair of infrastructure damaged by Hurricane Sally" Disaster Recovery eligible activity and is allocated \$24,006,136.29 in Disaster Recovery Funds. The project also meets the "Retrofitting/hardening/elevating structures and critical facilities" Mitigation Activity and is allocated \$1,076,468.19 for the mitigation set-aside.

- a) The city will directly oversee this project. Grant administration (project implementation), engineering, construction, and construction engineering inspection vendors may be procured to complete this agreement.
- b) The project will meet the Low- and Moderate-Income (LMI) National Objective.

The City of Pensacola are leveraging \$2,351,490.00 toward completion of this project. Any leverage funds associated with this agreement shall be fully expended prior to utilization of these CDBG-DR funds.

Under the terms of this agreement, funds from this CDBG-DR grant shall not be expended on the construction of non-stormwater conveyance and retention measures and must be allowable under 24 CFR 570.207. Items ineligible for reimbursement includes but is not limited to park amenities, cultural/historical amenities and exhibits, and non-essential landscaping and/or hardscaping.

The City of Pensacola participates in the National Flood Insurance Program (NFIP).

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 Infrastructure 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, Infrastructure 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. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide photographs to document progress and completion of tasks and final project.

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) Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area.
- 5) Prepared and submitted public notices for publications.
- 6) Maintained financial records related to project activities on-site.
- 7) Conducted a Fair Housing activity.
- 8) Attended a pre-bid conference, bid opening, or preconstruction meeting.
- 9) Reviewed 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) Prepared documentation for and attend on-site monitoring visits by Commerce.
- 13) Prepared financial activity for submission to Commerce.
- 14) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 15) Prepared and submitted Section 3 reports to Commerce.
- 16) Responded to citizens' complaints.
- 17) Prepared subgrant modification document for submission to Commerce for review and approval.
- 18) Prepared 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 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

- 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of this Agreement.

C. Deliverable No. 3 – Construction

Tasks that are eligible for reimbursement are as follows:

1. Site(s) preparation and/or mobilization;
2. Site(s) acquisition, demolition, and/or remediation;
3. Purchase of materials and installation of conveyance lines, pumps, and/or lift stations, to include applicable telemetry;
4. Purchase of materials and installation of box drains, grates, and or culverts;

5. Purchase of materials and construction/expansion of the existing stormwater retention pond, to include permanent relocation of residential housing and businesses located in high-risk areas;
6. Purchase of materials and construction of a new underground stormwater catchment;
7. Purchase of materials and installation of stormwater treatment system(s);
8. Purchase of materials and installation of natural stormwater filtration landscaping;
9. Purchase of materials and construction/expansion of existing stormwater conveyance ditches and conveyance connectors;
10. Purchase of materials and relocation of existing utilities;
11. Purchase of materials and installation of essential hardscaping and paving (non-permeable, semi-permeable, and/or permeable as applicable); and
12. Construction engineering inspection.

Under the terms of this agreement, funds from this CDBG-DR grant shall not be expended on the construction of non-stormwater conveyance and retention measures and must be allowable under 24 CFR 570.207. Items ineligible for reimbursement includes but is not limited to park amenities, cultural/historical amenities and exhibits, and non-essential landscaping and/or hardscaping.

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 activities 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- \$1,254,130.22		
Deliverable No. 2 – Engineering Services		
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 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;	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.

	3) Copy of Environmental Review/Assessment; and 4) Invoice package in accordance with Section 7 of this Scope of Work.	
Deliverable 2 Cost- \$2,400,000.00		
Deliverable No. 3 – 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- \$21,428,474.26		
Total Project Costs Not to Exceed \$25,082,604.48		

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 Management Reporting 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 _____

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”
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering - Create a full design package		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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 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 department 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 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

(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 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.

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 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 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 or email 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 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:
 - a) The nature of the call,
 - b) The actions taken in response to the call 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;

- 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:
 - a) The nature of the call,
 - b) The actions taken in response to the call 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;
- 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:** _____

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 (10) 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 § 200.343. 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).

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.

- 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:	\$25,082,604.48
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 \$25,082,604.48 amount of CDBG-DR funding to repair the Hollice T. Williams Stormwater Park. The Stormwater Park project is intended to expand and increase capacity of an existing stormwater retention pond. Additionally, the city will harden the community by constructing a new underground catchment to collect and treat excess stormwater.
<i>This is not a research and development award.</i>	

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

<i>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.</i>	
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

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 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

DEPARTMENT OF COMMERCE

By _____
Signature
Darcy Curran Reeves

By _____
Signature
J. Alex Kelly

Title **Mayor**

Title **Secretary**

Date _____

Date _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1024

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO.2023-97 -FLORIDA COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT- DISASTER RELIEF FUNDING FOR HOLLICE
T. WILLIAMS STORMWATER PARK

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No: 2023-97

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola was successful in obtaining \$25,082,604.48 in CDBG-DR funding for to
be used exclusively in designing and constructing stormwater retention elements at the Hollice T. Williams
Stormwater Park.

PRIOR ACTION:

None

FUNDING:

Budget: 25,082,605.00

Funding: 25,082,605.00

FINANCIAL IMPACT:

This project will be completely funded through the CDBG-DR grant funding in correlation with
additional FDOT and NRDA funding to follow. No financial impact is expected to be had by the City
of Pensacola.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/21/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-97
2. Supplemental Budget Explanation No. 2023-97

PRESENTATION: No

**RESOLUTION
NO. 2023-097**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. SPECIAL GRANTS FUND

As Reads	Federal Grants	304,300
Amended		
To Read:	Federal Grants	25,386,905
As Reads	Capital Outlay	9,859,532
Amended		
To Read:	Capital Outlay	34,942,137

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - FL COMMERCE CDBG- DISASTER RELIEF FUNDING FOR HOLLICE T. WILLIAMS STORMWATER PARK-
Explanation - RES NO. 2023-97

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	25,082,605	Increase appropriation for Federal Grants - Florida Commerce CDBG- Disaster Relief Funding for Hollice T Williams Stormwater Park
Total Revenues	<u>25,082,605</u>	
Appropriations		
Capital Outlay	25,082,605	Increase appropriation for Capital Outlay
Total Appropriations	<u>25,082,605</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1015

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

APPROVAL TO USE FUNDS FROM THE TREE PLANTING TRUST FUND FOR PHASE II
OF THE TREE CANOPY REVITALIZATION PROJECT

RECOMMENDATION:

That City Council authorize the use of \$50,000.00, from the Tree Planting Trust Fund, to plant and establish approximately 25 trees in Phase II of the Tree Canopy Revitalization Project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Public Works has requested funds be made available from the Tree Trust Fund in the amount of \$50,000.00. We also request the City Council grant permission to use these funds for the installation and establishment of new trees in the proposed Phase II areas identified in the attached presentation. Proposed locations were determined using the City-Wide Canopy Study and may shift to an alternate location within the City-Wide Canopy Study, if the abutting property owners do not wish to have the trees planted in the adjacent right of way. Live Oak trees will be the focus for this Canopy Revitalization Project planting phase. Plantings of Live Oak trees are limited to the winter months.

PRIOR ACTION:

January 19, 2023 - City Council approved Phase I of the Tree Canopy Revitalization Project.
October 9, 2023 - City Council received a presentation providing an update on Phase I and the preliminary proposal for Phase II of the Tree Canopy Revitalization Project.

FUNDING:

Budget: \$ 250,801.00 Tree Planting Trust Fund Appropriated Balance
Actual: \$ 50,000.00 New Tree Plantings

FINANCIAL IMPACT:

An appropriated balance of \$250,801.00 is currently available in the Tree Planting Trust Fund. The total cost of the new tree planting shall not exceed \$50,000.00, leaving a balance of \$200,801.00 in the Tree Planting Trust Fund. Upon City Council approval, \$50,000.00 will be transferred from the current holding account to an account specifically for this project within the Tree Trust Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works & Facilities

ATTACHMENTS:

1. Tree Canopy Revitalization Update Presentation 2023 Tree Trust Fund
2. Comments from EAB - Dec. 7th Meeting

PRESENTATION: No



Tree Canopy Revitalization Update

2023 Tree Trust Fund



Urban Forest Management

The City has long desired to track and maintain the City's canopy coverage.

- Canopy Assessment updated in January 2023
 - Shows the most prominent locations of tree loss
 - Tree Loss locations are the focus of planting efforts
- First Right-of-Way Tree Inventory completed in January 2023
 - The Tree Inventory provides the City a comprehensive health assessment of City-owned trees, their location, species and size
 - A management plan was developed to ensure tree health is maintained at high levels

A link to both studies may be found at:

<https://www.cityofpensacola.com/3391/Urban-Forest>



Hurricane Sally Tree Restoration

- 331 trees were planted as restoration after Hurricane Sally
- \$150,000.00 was transferred from the Tree Trust Fund after City Council approval of the Park Refurbishment Plan, Phases I and II, on August 12, 2021
- 90% Survivability rate



Tree Canopy Revitalization Phase I – Tree Removal

- 33 high-risk trees removed within City rights-of-way since April 2023
- Removal and stump grinding operations complete June 2023
- Replacement tree locations selected utilizing 2023 Tree Canopy Assessment



Tree Canopy Revitalization Phase I - Installations

- Completed – 14 Elm Trees
 - 10 at 6th Avenue & East Maxwell Street
 - 4 at West Gregory Street & North G Street
 - Completed August 16, 2023
 - Contractor will provide water and warranty for 12 months
- Completed – 9 Longleaf Pine Trees
 - 9 at Parker Circle Park
 - Awarded August 16, 2023
 - Installation completed 1st week October 2023
- Future – 10 Live Oak Trees in Season (Fall 2023)
 - 10 proposed at Catalonia Square Park



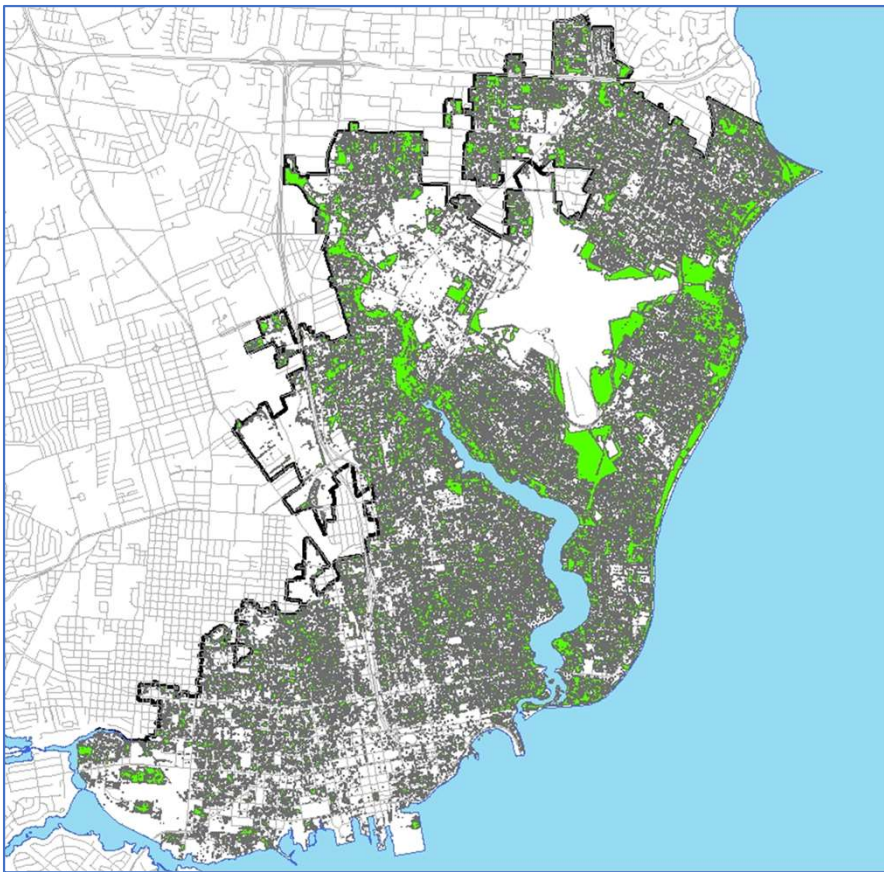
Phase II Selection Process

- Existing Tree Canopy
- Overhead Utilities
- Urban Heat Islands
- High Priority Planning Areas

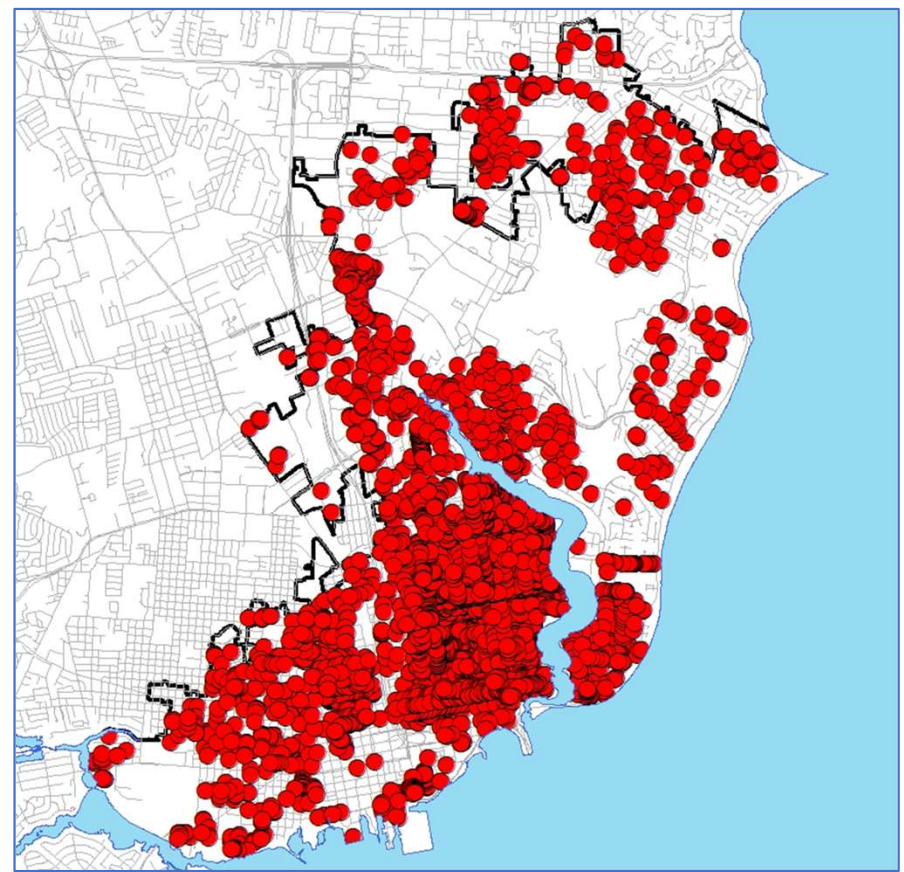


Phase II Selection Process

Existing Tree Canopy



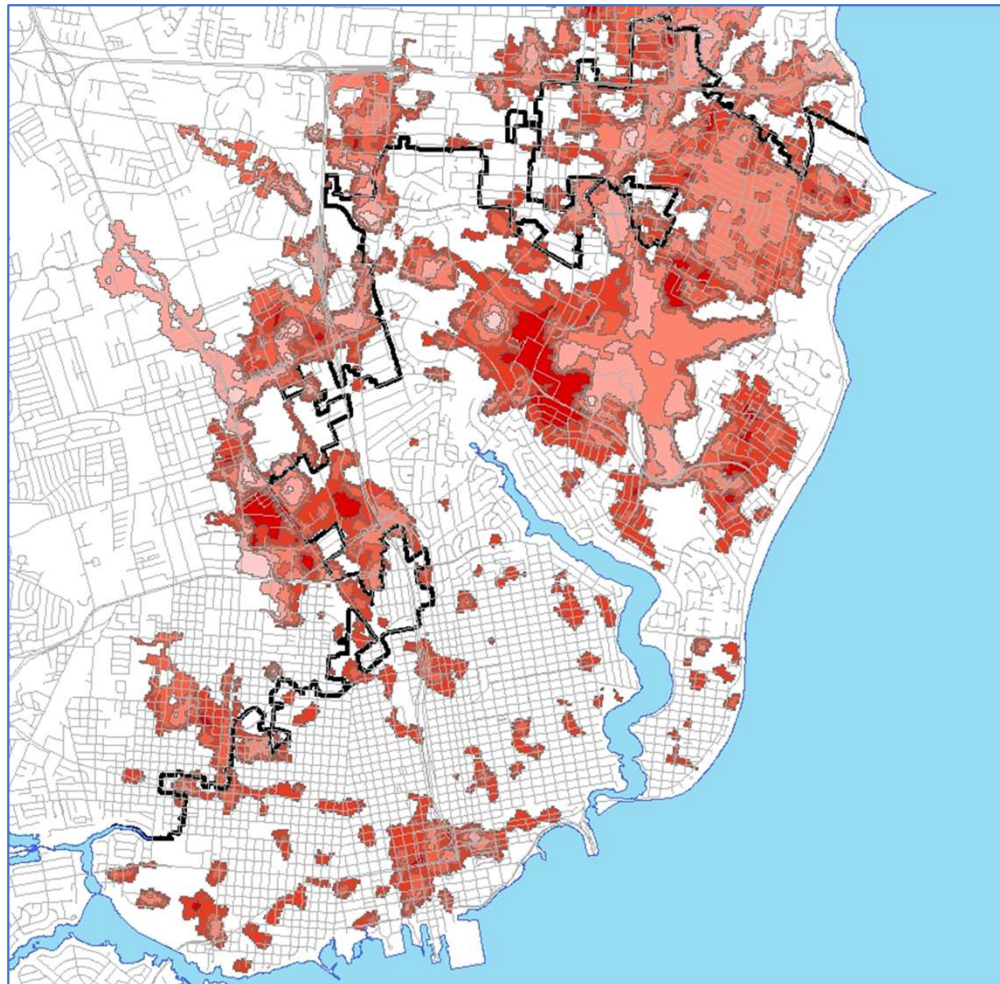
Trees having OH Utilities





Phase II Selection Process

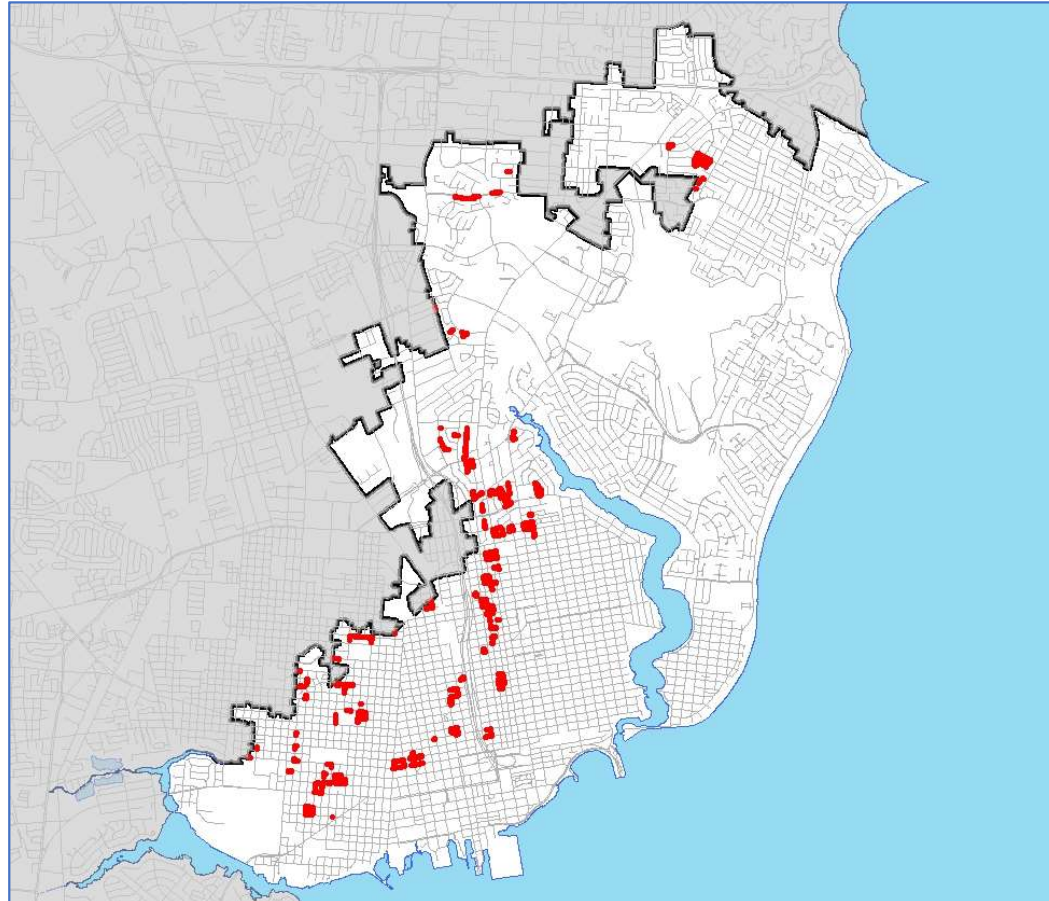
Identified Urban Heat Islands





Phase II Selection Process

Canopy Assessment High Priority Planning Areas





Tree Canopy Revitalization Proposed Phase II

From the City-Wide Canopy Study (updated early 2023) staff identified 5 five additional locations for tree planting as proposed Phase II for approximately \$100,000 from the Tree Trust Fund.

Phase II Proposal:

- 17 Live Oak trees adjacent to Catalonia Square Park
- 11 Live Oak trees along Fisher Street (east side) from 9th Avenue to 11th Avenue
- 3 Live Oak trees near northwest corner of East & West DeSoto Streets
- 5 Live Oak trees along West DeSoto Street from G to H Streets
- 14 Sycamore trees and 13 Live Oak trees adjacent to St. John's Cemetery (La Rua and Wright Streets)



Tree Canopy Revitalization Proposed Phase II

- 17 Live Oak trees are being considered within the rights-of-way on the north and east sides of Catalonia Square Park
- Funding from the current Tree Trust Fund for fall/winter 2023 and spring 2024



NOTE: Oak trees are only available in the Fall/Winter.



Tree Canopy Revitalization Proposed Phase II (continued)

- 11 Live Oak trees are being considered for installation along the north side of East Fisher Street between North 9th Avenue and North 11th Avenue

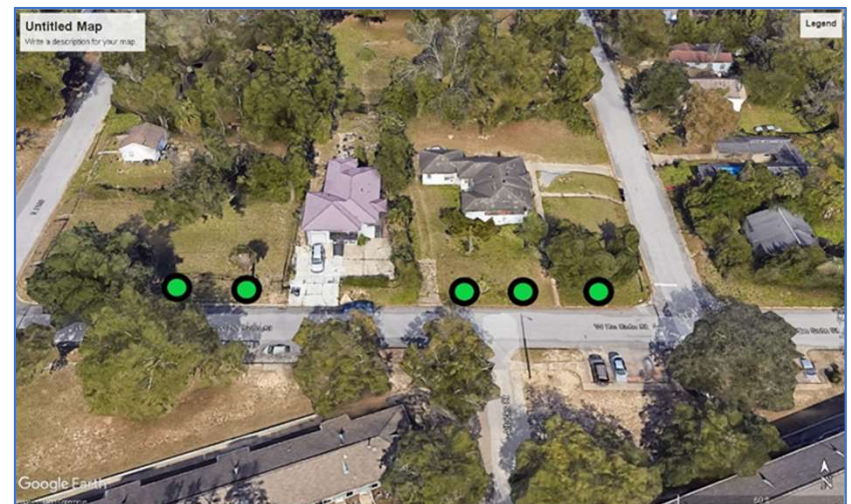


NOTE: Oak trees are only available in the Fall/Winter.



Tree Canopy Revitalization Proposed Phase II (continued)

- 3 Live Oak trees are being considered for installation on the northwest corner of North E and West DeSoto Streets
- 5 Live Oak trees are being considered for installation on the north side of West DeSoto Street, between North G and North H Streets





Tree Canopy Revitalization Proposed Phase II (continued)

- 14 Sycamore trees (yellow) and 13 Live Oak trees (green) are being considered for installation adjacent to St. John's Cemetery on the south side of La Rua Street and north side of West Wright Street





Tree Trust Fund Financial Status

Tree Canopy Revitalization Expenditures

- \$ 150,000.00 Hurricane Sally Restoration (2021)
- \$ 100,000.00 Phase I Tree Removals and Installations (2023)
- \$ 100,000.00 Proposed Phase II Installation Costs (November 2023 City Council for consideration)
- \$ 5,500.00 CNAPP Grant (up to \$5,500.00)

- \$ 258,682.00 Current Tree Trust Fund Balance (unencumbered)**
- \$1,000,000.00 Federal Grant for Education and Tree Planting**



Next Steps

- Phase II Funds Re-allocation, November 2023
- Analyze Federal Grant Funding
- Discuss Priorities of City Tree Trust Fund
- Community Feedback on Proposed Planting Locations
- Discussion with FDOT for Tree Plantings on State Roadways

FROM THE DESK OF
DON KRAHER
COUNCIL EXECUTIVE



December 7, 2023

Re: Environmental Advisory Board Comments on two (2) items coming before Council at their December 14, 2023, meeting. (These comments will be in overview form and not verbatim. A link to the meeting video will also be provided.)

Proposed Ordinance 26-23 – Related to the Regulation of Businesses engaged in Pruning and Removing Trees, Adopting appropriate Industry Standards

In general, positive and supportive comments. Board members had some questions that were general in nature but not impactful on the overall support of the concept. of the proposed ordinance.

One board member questioned the broadness of the ordinance and the authority granted to the City (specifically the Arborist). Specifically, if the Arborist determines that there is a violation, he can pull the tax receipt for that business which could then negatively impact this business throughout the city if conducting multiple jobs. Ex. Business is doing multiple jobs throughout the city, Arborist finds an issue (or potential issue) with one job – pulls their tax receipt – which would/could cause work to stop on all of the other jobs being conducted – even if there were no violations at these sites.

Same member had a couple other questions, in general opining that some of the language was very broad. Also speaking to the pre-emptions that are in place.

Request to use Funds from the Tree Planting Trust Fund for Phase II of the Tree Canopy Revitalization Project

In accordance with City Code Section 12-6-10, the EAB reviewed the request for use of funds from the Tree Planting Trust Fund. The EAB was supportive of the use of funds. There were questions about trees & locations and the City Arborist was present and addressed those questions. In light of the \$1 Million dollar grant regarding tree planting, the flexibility in planting locations was appreciated by the Board.

No formal vote was taken on either item, but rather overview of the comments are being provided and a link to the meeting video is below. There was no requirement to bring the first item before the EAB, however administration did so as a curtesy to gain comments.

For the second item, the EAB “reviewed” the request as directed by the City Code.

Should any questions arise, do not hesitate to let me know.

<https://pensacolaf.fl.portal.civicclerk.com/event/204/media>

Robyn Tice

From: Don Kraher
Sent: Friday, December 8, 2023 2:25 PM
To: Casey Jones; Jared Moore; Jennifer Brahier; Charles Bare; Teniade Broughton; Allison Patton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Yvette McLellan; Robyn Tice
Subject: EAB Comments re Agenda Items for 12.14 meeting
Attachments: Comment from EAB @ Dec. 7th Meeting.docx

Council President and Members of City Council

Please find attached a report of comments made during the EAB meeting of December 7, 2023 regarding relevant items coming before Council at their December 14th meeting.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1016

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-99 – AUTHORIZING THE ADVANCEMENT OF FUNDS FOR PHASE II OF THE TREE CANOPY REVITALIZATION PROJECT USING \$50,000.00 FROM THE TREE PLANTING TRUST FUND

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-99:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Public Works has requested funds be made available from the Tree Planting Trust Fund in the amount of \$50,000.00. We also request the City Council grant permission to use these funds for the installation and establishment of new trees in the proposed Phase II areas identified in the attached presentation. Proposed locations were determined using the City-Wide Canopy Study and may shift to an alternate location within the City-Wide Canopy Study, if the abutting property owners do not wish to have the trees planted in the adjacent right of way. Live Oak trees will be the focus for this Canopy Revitalization Project planting phase. Plantings of Live Oak trees are limited to the winter months.

PRIOR ACTION:

January 19, 2023 - City Council approved Phase I of the Tree Canopy Revitalization Project.
October 9, 2023 - City Council received a presentation providing an update on Phase I and the preliminary proposal for Phase II of the Tree Canopy Revitalization Project.

FUNDING:

Budget: \$ 250,801.00 Tree Planting Trust Fund Appropriated Balance

Actual: \$ 50,000.00 New Tree Plantings

FINANCIAL IMPACT:

An appropriated balance of \$250,801.00 is currently available in the Tree Planting Trust Fund. The total cost of the new tree planting shall not exceed \$50,000.00, leaving a balance of \$200,801.00 in the Tree Planting Trust Fund. Upon City Council approval, \$50,000.00 will be transferred from the current holding account to an account specifically for this project within the Tree Planting Trust Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, PE, Director of Public Works & Facilities

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-99
2. Supplemental Budget Explanation No. 2023-99
3. Tree Canopy Revitalization Update Presentation 2023 Tree Trust Fund
4. Comments from EAB - Dec. 7th Meeting
5. Revised Supplemental Budget Resolution No. 2023-99
6. Revised Supplemental Budget Explanation No. 2023-99

PRESENTATION: No

**RESOLUTION
NO. 2023-99**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. TREE PLANTING TRUST FUND

	Fund Balance	50,000
As Reads	Operating Expense	682,831
Amended		
To Read:	Operating Expense	732,831

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PHASE II OF THE TREE CANOPY REVITALIZATION PROJECT - TREE TRUST FUND - EXPLANATION NO. 2023-99

FUND	AMOUNT	DESCRIPTION
A. TREE PLANTING TRUST FUND		
Fund Balance	<u>50,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses - Tree Canopy Revitalization	<u>50,000</u>	Increase appropriation for Operating Expenses - Tree Canopy Revitalization
Total Appropriations	<u>50,000</u>	



Tree Canopy Revitalization Update

2023 Tree Trust Fund



Urban Forest Management

The City has long desired to track and maintain the City's canopy coverage.

- Canopy Assessment updated in January 2023
 - Shows the most prominent locations of tree loss
 - Tree Loss locations are the focus of planting efforts
- First Right-of-Way Tree Inventory completed in January 2023
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 - A management plan was developed to ensure tree health is maintained at high levels

A link to both studies may be found at:

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Hurricane Sally Tree Restoration

- 331 trees were planted as restoration after Hurricane Sally
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- 90% Survivability rate



Tree Canopy Revitalization Phase I – Tree Removal

- 33 high-risk trees removed within City rights-of-way since April 2023
- Removal and stump grinding operations complete June 2023
- Replacement tree locations selected utilizing 2023 Tree Canopy Assessment



Tree Canopy Revitalization Phase I - Installations

- Completed – 14 Elm Trees
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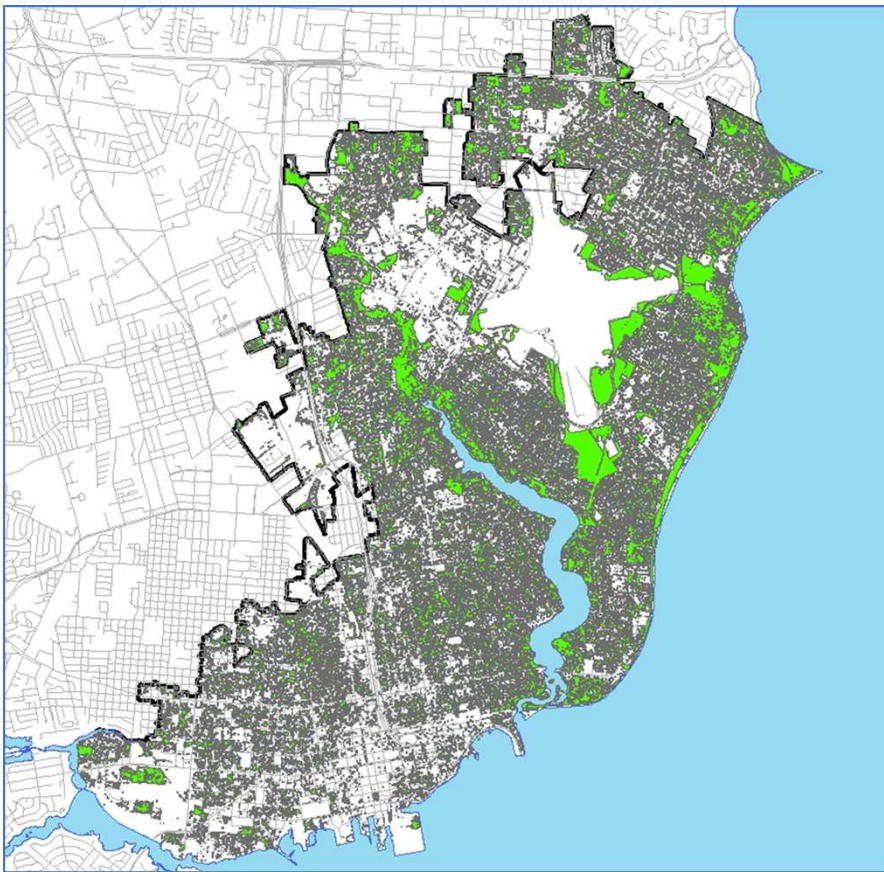
Phase II Selection Process

- Existing Tree Canopy
- Overhead Utilities
- Urban Heat Islands
- High Priority Planning Areas

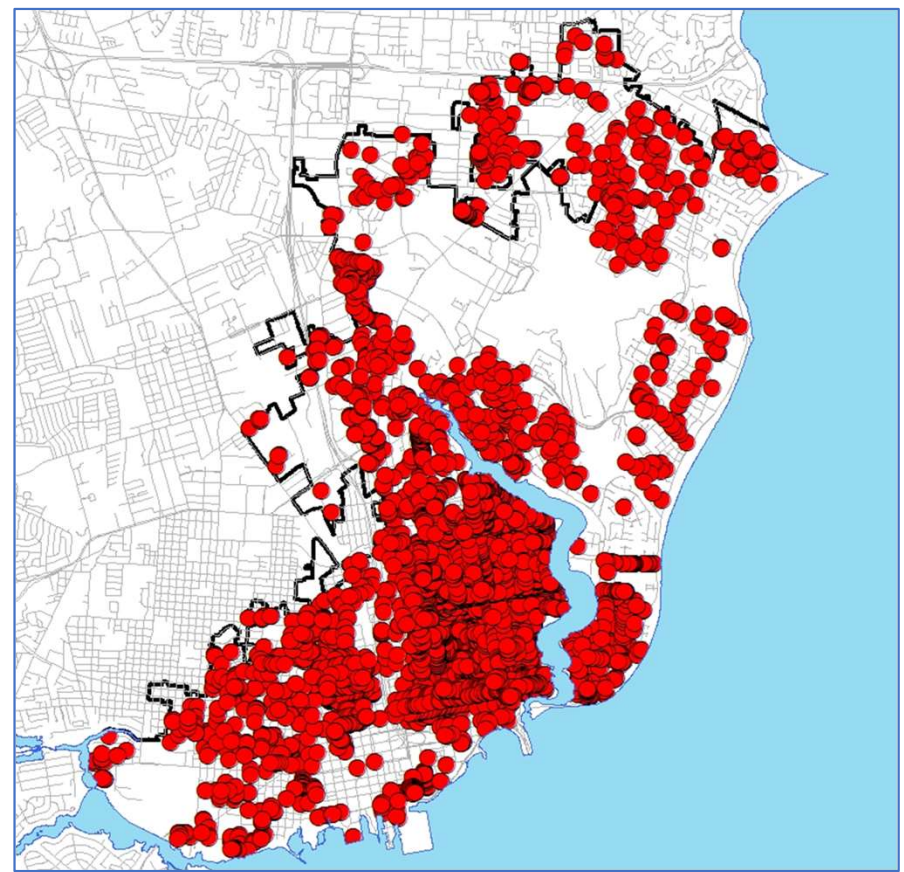


Phase II Selection Process

Existing Tree Canopy



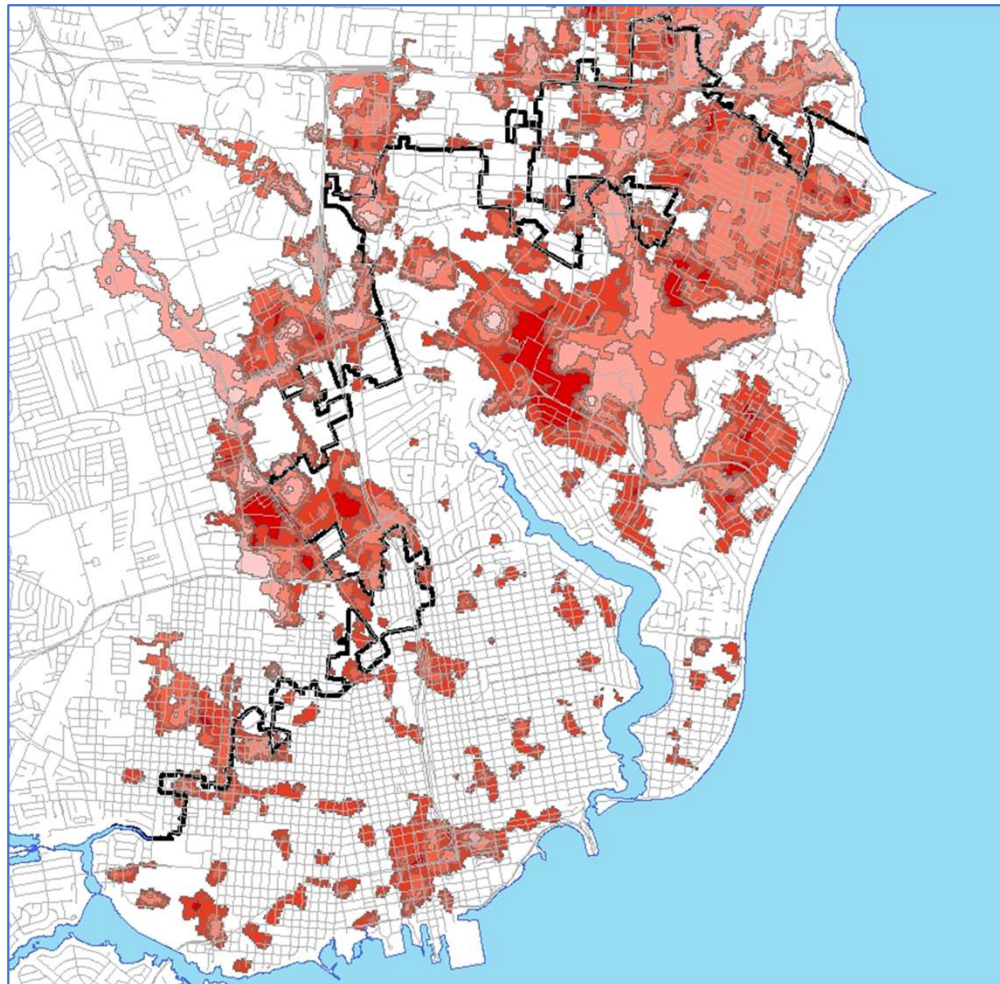
Trees having OH Utilities





Phase II Selection Process

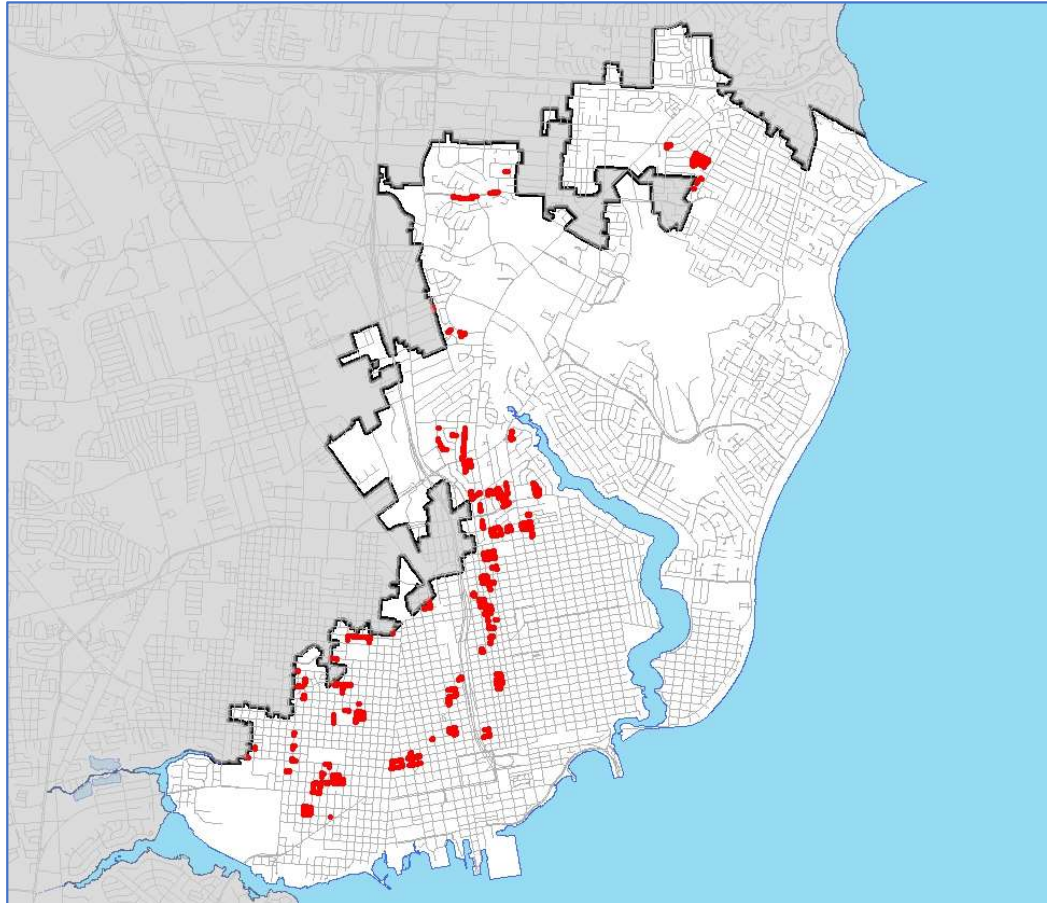
Identified Urban Heat Islands





Phase II Selection Process

Canopy Assessment High Priority Planning Areas





Tree Canopy Revitalization Proposed Phase II

From the City-Wide Canopy Study (updated early 2023) staff identified 5 five additional locations for tree planting as proposed Phase II for approximately \$100,000 from the Tree Trust Fund.

Phase II Proposal:

- 17 Live Oak trees adjacent to Catalonia Square Park
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Tree Canopy Revitalization Proposed Phase II

- 17 Live Oak trees are being considered within the rights-of-way on the north and east sides of Catalonia Square Park
- Funding from the current Tree Trust Fund for fall/winter 2023 and spring 2024



NOTE: Oak trees are only available in the Fall/Winter.



Tree Canopy Revitalization Proposed Phase II (continued)

- 11 Live Oak trees are being considered for installation along the north side of East Fisher Street between North 9th Avenue and North 11th Avenue

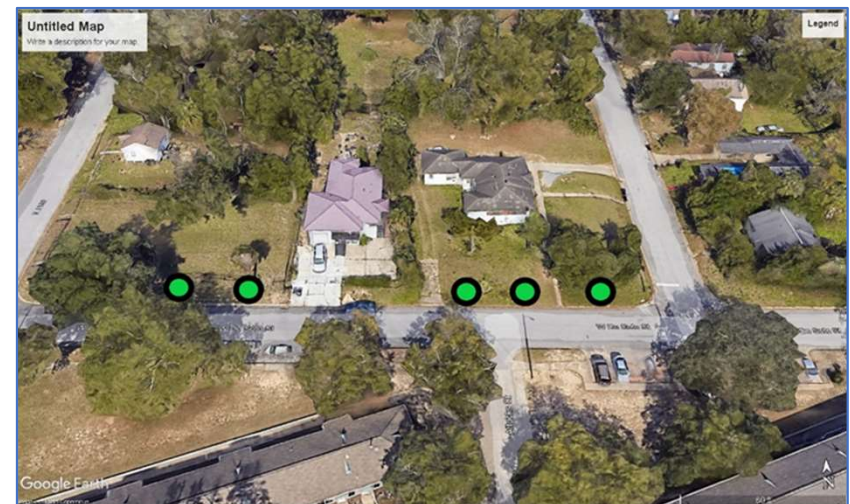


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Tree Canopy Revitalization Proposed Phase II (continued)

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Tree Canopy Revitalization Proposed Phase II (continued)

- 14 Sycamore trees (yellow) and 13 Live Oak trees (green) are being considered for installation adjacent to St. John's Cemetery on the south side of La Rua Street and north side of West Wright Street





Tree Trust Fund Financial Status

Tree Canopy Revitalization Expenditures

- \$ 150,000.00 Hurricane Sally Restoration (2021)
- \$ 100,000.00 Phase I Tree Removals and Installations (2023)
- \$ 100,000.00 Proposed Phase II Installation Costs (November 2023 City Council for consideration)
- \$ 5,500.00 CNAPP Grant (up to \$5,500.00)

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- \$1,000,000.00 Federal Grant for Education and Tree Planting**



Next Steps

- Phase II Funds Re-allocation, November 2023
- Analyze Federal Grant Funding
- Discuss Priorities of City Tree Trust Fund
- Community Feedback on Proposed Planting Locations
- Discussion with FDOT for Tree Plantings on State Roadways

FROM THE DESK OF
DON KRAHER
COUNCIL EXECUTIVE



December 7, 2023

Re: Environmental Advisory Board Comments on two (2) items coming before Council at their December 14, 2023, meeting. (These comments will be in overview form and not verbatim. A link to the meeting video will also be provided.)

Proposed Ordinance 26-23 – Related to the Regulation of Businesses engaged in Pruning and Removing Trees, Adopting appropriate Industry Standards

In general, positive and supportive comments. Board members had some questions that were general in nature but not impactful on the overall support of the concept. of the proposed ordinance.

One board member questioned the broadness of the ordinance and the authority granted to the City (specifically the Arborist). Specifically, if the Arborist determines that there is a violation, he can pull the tax receipt for that business which could then negatively impact this business throughout the city if conducting multiple jobs. Ex. Business is doing multiple jobs throughout the city, Arborist finds an issue (or potential issue) with one job – pulls their tax receipt – which would/could cause work to stop on all of the other jobs being conducted – even if there were no violations at these sites.

Same member had a couple other questions, in general opining that some of the language was very broad. Also speaking to the pre-emptions that are in place.

Request to use Funds from the Tree Planting Trust Fund for Phase II of the Tree Canopy Revitalization Project

In accordance with City Code Section 12-6-10, the EAB reviewed the request for use of funds from the Tree Planting Trust Fund. The EAB was supportive of the use of funds. There were questions about trees & locations and the City Arborist was present and addressed those questions. In light of the \$1 Million dollar grant regarding tree planting, the flexibility in planting locations was appreciated by the Board.

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For the second item, the EAB “reviewed” the request as directed by the City Code.

Should any questions arise, do not hesitate to let me know.

<https://pensacolaf.fl.portal.civicclerk.com/event/204/media>

Robyn Tice

From: Don Kraher
Sent: Friday, December 8, 2023 2:25 PM
To: Casey Jones; Jared Moore; Jennifer Brahier; Charles Bare; Teniade Broughton; Allison Patton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Yvette McLellan; Robyn Tice
Subject: EAB Comments re Agenda Items for 12.14 meeting
Attachments: Comment from EAB @ Dec. 7th Meeting.docx

Council President and Members of City Council

Please find attached a report of comments made during the EAB meeting of December 7, 2023 regarding relevant items coming before Council at their December 14th meeting.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

**RESOLUTION
NO. 2023-99**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. TREE PLANTING TRUST FUND

As Reads	Operating Expense	682,831
Amended		
To Read:	Operating Expense	682,831

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - PHASE II OF THE TREE CANOPY REVITALIZATION PROJECT - TREE TRUST FUND - EXPLANATION NO. 2023-99

FUND	AMOUNT	DESCRIPTION
A. TREE PLANTING TRUST FUND		
Appropriations		
Operating Expenses - Unallocated Tree Planting Trust Fund	(50,000)	Decrease appropriation from Operating Expenses - Unallocated Tree Planting Trust Fund
Operating Expenses - Tree Canopy Revitalization	50,000	Increase appropriation for Operating Expenses - Tree Canopy Revitalization
Total Appropriations	0	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00932

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-91 - RATIFYING THE CITY OF PENSACOLA AS AN
ESTABLISHMENT OF EQUAL EMPLOYMENT OPPORTUNITY

RECOMMENDATION:

That City Council adopt resolution No. 2023-91.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;
RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF EQUAL
EMPLOYMENT OPPORTUNITY.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola is seeking to pass a resolution in support of its city employment as an EEO regulated city to meet guidelines set forth by the Florida Department of Commerce and HUD regulated guidelines which will impact current and future grant funding.

PRIOR ACTION:

City of Pensacola has previously set up policies and procedures to meet the EEO Act of 1972.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Resolution No. 2023-91

PRESENTATION: No

RESOLUTION
NO. 2023-91

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA,
FLORIDA; RATIFYING THE CITY OF PENSACOLA AS AN
ESTABLISHMENT OF EQUAL EMPLOYMENT OPPORTUNITY.

WHEREAS, The Equal Employment Opportunity Act of 1972 was enacted to address employment discrimination against African Americans and other minorities, designed to take enforcement action against individuals, employers, and labor unions which violated employment provisions of the EEO Act and;

WHEREAS, The City of Pensacola desires to continue its commitment to be an equal opportunity employer and hire individuals based solely on their qualifications and ability to do the job to be filled and;

WHEREAS, The City seeks to ensure that organizational practices do not create situations such as conflict of interest or favoritism based on employment.

WHEREAS, The City of Pensacola has put in place policies and procedures to ensure enforcement of the EEO Act including the designation of a committed EEO officer for the City of Pensacola.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

Section 1. The City Council supports a resolution and city policies of the City of Pensacola as an EEO employer as governed by federal and state statutes.

Section 2. This Resolution shall become effective 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 #: 23-00933

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-92- RATIFYING THE CITY OF PENSACOLA AS A TITLE VI ESTABLISHMENT

RECOMMENDATION:

That City Council adopt Resolution No. 2023-92:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;
RATIFYING THE CITY OF PENSACOLA AS A TITLE VI ESTABLISHMENT.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has established Title VI policies as regulated by the Civil Rights Act of 1964 which includes a designated city appointed Title VI coordinator within the HR Department. City staff would like to seek a resolution by the City Council to signify that the City of Pensacola has put these policies and procedures into place to meet regulations set forth by the Florida Department of Commerce and HUD, which will impact current and future grant funding.

PRIOR ACTION:

City of Pensacola has previously put into place policies and procedures to meet Title VI of the Civil Rights Act of 1964.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/30/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Resolution No. 2023-92

PRESENTATION: No

RESOLUTION
NO. 2023-92

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; RATIFYING THE CITY OF PENSACOLA
AS A TITLE VI ESTABLISHMENT.

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "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 subjected to discrimination under any program or activity receiving Federal financial assistance". and;

WHEREAS, The City of Pensacola is committed to ensuring that no person is excluded from participation in, denied the benefits of, or subjected to discrimination on the grounds of race, color, national origin, sex, age, disability, religion, income or family status. and;

WHEREAS, The City of Pensacola has put in place policies and procedures to ensure enforcement of the Title Act including the designation of a committed Title VI Coordinator for the City of Pensacola, as well as designated protocols for those who feel they have been discriminated to file a grievance adequately and fairly to the City of Pensacola for investigation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

Section 1. The City Council supports a resolution and city policies of the City of Pensacola recognizing the City as establishing and following Title VII policies as governed by federal and state statues.

Section 2. This Resolution shall become effective 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 #: 23-00934

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-93 - RATIFYING THE CITY OF PENSACOLA AS AN
ESTABLISHMENT OF AFFIRMATIVE ACTION

RECOMMENDATION:

That City Council adopt Resolution No. 2023-93.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA;
RATIFYING THE CITY OF PENSACOLA AS AN ESTABLISHMENT OF AFFIRMATIVE
ACTION.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola is seeking to pass a resolution in support of its city employment as an establishment of affirmative action that meets federal and state statutes as well as guidelines set forth by the Florida Department of Commerce and HUD regulated guidelines which will impact current and future grant funding.

PRIOR ACTION:

The City of Pensacola has previously set up policies and procedures which are found in the City's Human Resource Policy Manual showing the city as an Affirmative Action employment establishment.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Lovoy, Finance Director

William Boyer, Grants and Special Projects Coordinator

ATTACHMENTS:

1. Resolution No. 2023-93

PRESENTATION: No

RESOLUTION
NO. 2023-93

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA, FLORIDA; RATIFYING THE CITY OF PENSACOLA
AS AN ESTABLISHMENT OF AFFIRMATIVE ACTION.

WHEREAS, by federal statutes, affirmative action must be taken by covered employers to recruit and advance qualified minorities, women, persons with disabilities, and covered veterans. And;

WHEREAS, Affirmative actions include training programs, outreach efforts, and other positive steps and employers with written affirmative action programs must implement them, keep them on file and update them annually. And;

WHEREAS, The City of Pensacola desires to continue its commitment to be an equal opportunity employer that fully commits to its policies and procedures, which includes the Affirmative Action policies;

WHEREAS, The City seeks to ensure that organizational practices do not create situations such as conflict of interest or favoritism based on employment.

WHEREAS, The City of Pensacola has put in place policies and procedures to ensure the Affirmative Action policies are met to compliance with 41 CFR 60 and all other federally mandated statutes, which will henceforth be known to be found to be included in the City of Pensacola's Human Resource Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA AS FOLLOWS:

Section 1. The City Council supports a resolution and city policies of the City of Pensacola as incorporating an Affirmative Action Policy/Plan as governed by federal and state statutes.

Section 2. This Resolution shall become effective 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 #: 23-972

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

RESOLUTION NO. 2023-94 - ADOPTING A CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA

RECOMMENDATION:

That the City Council adopt Resolution No. 2023-94:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PENSACOLA, FLORIDA; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

To comply with Florida Statute 282.3185, Local Government Cybersecurity, the City of Pensacola is adopting the National Institute of Standards and Technology's (NIST) Cybersecurity Framework (CSF). The Florida Statutes call for each unit of local government to adopt a "generally accepted" cybersecurity standard. The CSF has been developed by NIST to provide a structured and organized set of guidelines that organizations can use to assess and strengthen their cybersecurity posture.

The Innovation & Technology department has chosen NIST's cybersecurity standard based on its risk-based approach to identification, protection, detection, response, and recovery, and has committed to annual risk assessments evaluating the maturity of the City of Pensacola's cybersecurity policy and identifying areas in which the City may strengthen its cybersecurity posture. These assessments include the Cybersecurity Evaluation Toolkit (CSET) provided by the State of Florida and the University of South Florida; the National Cybersecurity Review (NCSR) provided by the Cybersecurity & Infrastructure Security Agency (CISA), a division of Homeland Security; and through the use of a monitoring and mitigation platform provided by the City's Cyber Insurance provider.

Following the adoption of NIST's CSF as the City of Pensacola's cybersecurity standard, the

City will comply with Florida Statute Section 282.3185(4)(d) by notifying the Florida Digital Service of its compliance.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Stephen Ringl, Director of Innovation & Technology

ATTACHMENTS:

1. Resolution No. 2023-94
2. FLDS Local Governance Cybersecurity Standards Attestation Form

PRESENTATION: No

RESOLUTION
NO. 2023-94

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA,
ADOPTING THE NATIONAL INSTITUTE OF STANDARDS
AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK
AS THE CYBERSECURITY STANDARD FOR THE CITY OF
PENSACOLA, FLORIDA; PROVIDING AN EFFECTIVE
DATE.

WHEREAS, Florida Statute 282.3185, the "Local Government Cybersecurity Act," establishes cybersecurity requirements for county and municipal governments; and

WHEREAS, Florida Statute 282.3185 (4) states, "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework;" and

WHEREAS, Florida Statute 282.3185 (4) requires municipalities with a population of 25,000 or more to adopt a cybersecurity standard by January 1, 2024; and

WHEREAS, the Innovation and Technology Department of the City of Pensacola, Florida, has selected the National Institute of Standards and Technology's Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Pensacola, Florida, will adhere.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA:

SECTION 1: That the National Institute of Standards and Technology's Cybersecurity Framework shall be the guiding cybersecurity standard for all cybersecurity policies adopted by the City of Pensacola, Florida and the Innovation and Technology Department.

SECTION 2: That the City of Pensacola, Florida and the Innovation and Technology Department may further use any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the City of Pensacola, providing all such policies are as stringent or more stringent than those provided by the National Institute of Standards and Technology's Cybersecurity Framework.

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



Local Governance Cybersecurity Standards Attestation Form

As required by Section 282.3185(4)(d), Florida Statutes (F.S.), each local government shall notify the Florida Digital Service of its compliance with the subsection as soon as possible.

Local Government Organizational Name: *

Please indicate the name of the local government which you are representing:

Please indicate if your organization has adopted Cybersecurity Standards. *

☐ Yes

☐ No

Cybersecurity Point of Contact

Please indicate the best point of contact for this effort:

Name: *

Title: *

Email: *

Office Phone Number: *

 ▼

+1 () -

Cell Phone Number:

 ▼

+1 () -

Acknowledgement of FS *

By checking the box on this form, you attest to the requirements set forth in Section 282.3185(4) F.S.

☐

Form Submitted by: *

(Name)

☐ Send me a copy of my responses

Submit



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00931

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-90 - FEDERAL LAW ENFORCEMENT TRUST FUND PURCHASE FOR THE PENSACOLA POLICE DEPARTMENT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-90.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Law Enforcement Trust Fund was established by city of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055 as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States code, in accordance with the United States Department of Justice Guide to Equitable Sharing designates the use of Federal Law Enforcement Trust Funds.

The Pensacola Police Department (PPD) is requesting \$11,610.00 from the Federal Law Enforcement Trust fund established by the city of Pensacola as a non-major special revenue fund, and as such, combining both state and federal confiscated funds into one accounting fund. The enhancement of relationships between law enforcement and the community promotes a safe and engaged community. The requested amount of \$11,610 will help PPD fund the following:

Expenses to attend the Senior Management Institute Program (SMIP) Police Executive Research Forum that provides senior police executives with intensive training in the latest management concepts and practices used in business and government. It also features discussion of the most challenging issues facing law enforcement executives today.

A demanding three-week course, SMIP brings together a faculty from top universities, successful law enforcement chief executives, and subject matter experts from the private sector. It is designed for mid-to upper-level police executives who ultimately will lead police agencies throughout the United States and other participating countries. SMIP's curriculum addresses the issues that demand the attention of today's forward-thinking law enforcement leaders. Classes are held at the Boston University School of Law, where participants learn and reside in the university's classrooms and residence hall.

PRIOR ACTION:

None.

FUNDING:

Budget:	\$11,610.00	
Actual:	\$11,150.00	(Course Registration Fee)
	\$460.00	(Travel Expenses)
	\$11,610.00	TOTAL

FINANCIAL IMPACT:

The funds would be from the Federal Law Enforcement Trust Funds in the amount of \$11,610.00 and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate for these purposes.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-90
2. Supplemental Budget Explanation No. 2023-90
3. Letter of Certification
4. SMIP Police Executive Research Forum Registration

PRESENTATION: No

**RESOLUTION
NO. 2023-90**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. LAW ENFORCEMENT TRUST FUND

	Fund Balance	18,509
As Reads:	Operating Expenses	19,680
Amended		
To Read:	Operating Expenses	31,290

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

DECEMBER 2023 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2023-90

FUND	AMOUNT	DESCRIPTION
LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>11,610</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>11,610</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>11,610</u>	

CITY OF PENSACOLA POLICE DEPARTMENT
Local Law Enforcement Trust Funds
Letter of Certification

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055, as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal Law Enforcement Trust Fund.

Item	Description of Requested Items	Amount
1	Senior Management Institute for Police (3) week training course	\$11,150
2	Travel expense	\$460
Total Requested		\$11,610


Eric Randall, Chief of Police

10/24/23
Date



POLICE EXECUTIVE RESEARCH FORUM

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POLICE EXECUTIVE
RESEARCH FORUM

Preparing police executives for the challenges of today and tomorrow

PERF will host four Senior Management Institute for Police (SMIP) sessions in June and July of 2024 at Boston University. The 2024 application period will open the morning of Monday, October 2, 2023. The session application links will be posted on this webpage.

The 2024 SMIP Session dates are:

Session 90: June 2 – June 20

Session 91: June 3 – June 21

Session 92: July 7 – July 25

Session 93: July 8 – July 26

Tuition for the 2024 SMIP program will be \$11,150 per student.

If you applied for the 2023 waitlist, please reapply for the 2024 sessions. We do not automatically roll over waitlist applications to 2024 sessions.

PERF will be offering SMIP scholarships for the 2024 program. Please see the scholarship section below for more details such as scholarship criteria.

PERF will not require a COVID-19 vaccine for the 2024 SMIP program, unless another large increase in COVID cases occurs. In accordance with the CDC, PERF recommends that everyone stay up to date with their COVID vaccination. PERF reserves the right to make a change to this policy for the health and safety of everyone participating in the program.

If you have any questions, please review the [SMIP FAQ page](#). For other questions, you may contact Matt Harman at mharman@policeforum.org or 202-454-8302.

Why SMIP

The policing profession is changing as never before. Today's police executives face challenges that did not exist a decade ago, or even a year ago. Recruiting and retention challenges, stubbornly high violent crime rates, communities' concerns about police use of force and calls for reform measures, the worsening

Announcements

[Listen to PERF's podcasts, including our "Building Public Trust" series and interviews with police chiefs](#)

[PERF survey finds police hiring rises, but does not keep pace with increases in resignations and retirements](#)

Upcoming Events

[October 3-4: ICAT Train-the-Trainer in Decatur, Illinois](#) (session full)

[October 5-6: ICAT Train-the-Trainer in Decatur, Illinois](#)

[October 15: PERF Town Hall in Collaboration with the IACP in San Diego](#)

[November 7-8: ICAT Train-the-Trainer in Decatur, Illinois](#) (session full)

[November 9-10: ICAT Train-the-Trainer in Decatur, Illinois](#)

[December 5-6: ICAT Train-the-Trainer in Decatur, Illinois](#)

opioid crisis, increasing homelessness, constantly evolving domestic terror threats, and the implications of cybercrimes stemming from new technologies – all of these represent new and difficult challenges for police leaders.

Communities expect more from their police departments in terms of de-escalation strategies and critical thinking, appropriate use of force, procedural justice, accountability, and transparency. Police executives seeking to employ new technologies such as facial recognition and drones are often faced with public scrutiny over privacy and other concerns. Issues related to officer wellness, mental health and police suicides are also taking on new prominence. Today's recruits differ in significant ways from previous generations in how they view their careers and what they want to achieve, and recruitment is becoming more difficult. Chiefs and Sheriffs must find new ways to address these issues and deliver a wider scope of services, often with fewer resources. *The very nature of leadership in policing is changing.*

Our goal with SMIP is to ensure that the instruction reflects the best thinking about the changes that are taking place in the field. The SMIP curriculum is continually updated, and the SMIP faculty has the experience and wisdom to prepare attendees to address the current and future challenges in policing. The SMIP program is always informed by recommendations of previous SMIP attendees as well as the leading practitioners and academics who participate in PERF's conferences.

Program Overview

SMIP is a program of the Police Executive Research Forum that provides senior police executives with intensive training in the latest management concepts and practices used in business and government. It also features discussions of the most challenging issues facing law enforcement executives today.

A demanding three-week course, SMIP brings together a faculty from top universities, successful law enforcement chief executives, and subject matter experts from the private sector. It is designed for **mid- to upper-level police executives who ultimately will lead police agencies** throughout the United States and other participating countries. SMIP's curriculum addresses the issues that demand the attention of today's forward-thinking law enforcement leaders. Classes normally are held at the Boston University School of Law, where participants learn and reside in the university's classrooms and residence hall.

The SMIP Value Proposition

SMIP brings together leading thinkers in corporate and public management to provide intensive training in the latest management theories and practice, innovative solutions to organizational problems, and discussion of important issues in managing public service organizations effectively. The program's goal is to give police managers the same quality of management education available to other leaders in the public and private sectors.

As a developmental program for the profession's current and future leaders, SMIP focuses on leadership and executive development. **The curriculum is much more conceptual than technical and requires participants to think in broad terms about their agencies' environment and operations. Readings and class discussions stimulate critical thinking and problem-solving.**

Participants emerge with an understanding of advanced management practices and effective leadership. They also develop an enhanced awareness of the management methods and resources necessary for fulfilling current or future responsibilities. By sharing individual management experiences and exchanging ideas during group discussions, participants gain confidence in their managerial abilities and develop sources of consultation, advice and support that will endure well beyond the course.

Upon registering to SMIP, attendees are offered free PERF membership for the remainder of the calendar year, and a registration fee waiver for PERF's next Annual Meeting. The extensive resources of PERF and SMIP are available to participants after the course. This commitment has helped make SMIP a national center for the education and training of the future leaders of policing.

What the Course Is All About

SMIP gives participants a clear understanding of general management theory, policy development, planning processes, and organizational behavior. Among the topics covered are diversity, political management, organizational strategy, performance management, organizational change, leadership, managerial problem-solving, strategy implementation, leadership communications, career planning, negotiation, the budgeting process, critical incident response, media relations, officer wellness, and new policing strategies and innovations.

The program requires extensive reading with classroom discussion of the issues presented in the readings. Participants are encouraged to apply the concepts and issues presented within their own organizations. Because of the program's intensity and daily group study, **all participants are required to reside on campus for the program's duration, except weekends.**

Because many participants have already completed post-graduate studies, SMIP does not offer college credit. However, former participants have been awarded graduate credit by colleges they attended upon presentation of the SMIP objectives and course curriculum.

Individual Commitment

SMIP is a very demanding, fast-paced, reading-intensive program that requires considerable commitment and hard work in class and after class through independent and group study assignments. Each day, participants will be called upon in class to offer their perspectives on the issues presented in the assigned cases and readings. A lack of preparedness will result not only in diminished success of the individual, but it can also impact the progress of the entire class. Keeping up with assignments and teamwork is essential.

Qualifications for Individual Attendance

Enrollment is limited. To qualify for SMIP, you must be the chief executive or a senior manager in your agency (lieutenant or above, or professional civilian staff equivalent) with significant responsibility for major agency activities. A four-year college degree—or the accumulation of 120 credit hours—from an accredited college or university is required.

The Online Application Process

Beginning October 2, SMIP applications will be accepted on the PERF website. SMIP tuition is set at \$11,150. Tuition covers instruction, materials, planned events, lodging and meals throughout the program. A \$550 credit card deposit is required to submit an online application. In the event an applicant is not accepted, the deposit will be promptly credited back to the card upon which the charge was made. Otherwise, deposits are non-refundable. If accepted, the balance of tuition is due and must be paid by check within 45 days of acceptance notification.

Cancellations

If an accepted applicant needs to cancel their registration, they must let PERF know in writing as soon as possible. SMIP seats are transferable, and it is preferable that the agency find a replacement rather than forfeit the seat. If an applicant needs to cancel and no qualified replacement can be found:

- Prior to 90 days of the start of the applicant's session, PERF will issue a full tuition refund.
- Between 30 – 90 days of the start of the applicant's session, PERF will issue a tuition refund, minus the \$550 deposit.
- 30 days or less from the start of the applicant's session, PERF will not be able to issue a tuition refund.*

**PERF will consider each late cancellation on a case-by-case basis, especially in the event of an agency, health, or family emergency.*

SMIP Scholarships

PERF is excited to announce that we are offering SMIP scholarships again for the 2024 program to agencies and individuals who qualify. This scholarship is intended to benefit agencies that couldn't otherwise send members to SMIP. Each scholarship will cover tuition (\$11,150.00) and flights to/from Boston.

Please read the criteria below to see if you or your agency qualify for a scholarship.

- The applicant's agency must not have sent a member to SMIP within the last 5 years (since the 2018 program).
- The applicant must meet the basic requirements to attend SMIP (achieved the rank of lieutenant or above (or a civilian equivalent) and have a bachelor's degree (or the equivalent of 120-credit hours).
- The applicant must provide a one-page letter of recommendation from the head of their agency. If the applicant is a chief, then they must have a letter of recommendation from their city manager.
- The applicant must provide a brief professional bio, including professional goals, such as the desire to become a chief or a member of a command staff.
- The applicant must submit a brief memo describing a current professional challenge or a challenge their agency is facing and describing how SMIP would assist them in overcoming that challenge.
- The applicant must become a PERF member if they are not one already.

After an initial review of applications, PERF will conduct phone interviews with scholarship finalists.

Please send all application materials to Gabi Sereboff at gsereboff@policeforum.org by Friday, November 17th.

If you have questions, please contact Matt Harman at mharman@policeforum.org or at 202-454-8302.

SMIP Graduates Can Get Credit Toward a Master's Degree

Graduates of SMIP can now get transfer credit toward an M.S. in Law Enforcement & Public Safety Leadership from the University of San Diego. [Click here](#) for details.

For More Information

Questions should be directed to **Senior Principal Matt Harman** at 202-454-8302 (direct), 301-785-4019 (cell/text), or mharman@policeforum.org or **Senior Principal Dan Alioto** at 202-454-8337 (direct) or dalioto@policeforum.org

The Senior Management Institute for Police (SMIP) and the Police Executive Research Forum (PERF) are not affiliated with Boston University. Although SMIP is scheduled to occur on the campus of Boston University, the use of University facilities and/or property does not constitute or imply the endorsement or support of SMIP or PERF by Boston University.

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1120 Connecticut Ave. NW Suite 930 Washington, DC 20036

(202) 466-7820

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-973

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-95 - SALE OF PORTION OF REAL PROPERTY AT 900 EAST JACKSON STREET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-95:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 900 East Jackson Street is an improved parcel which currently totals approximately 1.37 acres and is zoned R-1AA. The subject portion of this parcel that was sold is approximately 0.17 acres and is located between the Malcolm Yonge gym and the former Unity of Pensacola Church property. This portion was used as a parking lot by the church for about 50 years prior. The sale of this portion of the larger parcel to Sanctuary Events Center LLC was approved by City Council on May 11, 2023. This Supplemental Budget Resolution appropriates the net proceeds of the sale - \$78, 275 - into this fiscal year's budget.

PRIOR ACTION:

May 11, 2023 - City Council declared surplus and approved the disposition via sale of 0.17 acres of the 900 East Jackson Street parcel

FUNDING:

N/A

FINANCIAL IMPACT:

The net proceeds of the sale, \$78, 275, will be placed in the Housing Initiatives Fund, per Council policy.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/27/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-95
2. Supplemental Budget Explanation No. 2023-95

PRESENTATION: No

**RESOLUTION
NO. 2023-95**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2024; 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. GENERAL FUND

To:	Sale of Asset	78,275
(1) Housing Initiatives		
As Reads:	Operating Expenses	7,700
Amended		
To Read:	Operating Expenses	85,975

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**December 2023 - SUPPLEMENTAL BUDGET RESOLUTION -SALE OF PORTION OF REAL PROPERTY AT 900 EAST JACKSON ST - RES NO. 2023-95**

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
Sale of Assets	78,275	Increase estimated revenue from Sale of Assets
Total Revenues	<u>78,275</u>	
Appropriations		
(1) Housing Initiatives		
Operating Expense	78,275	Increase appropriation for Operating Expenses
Total Appropriations	<u>78,275</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-00989

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2023-96 - CONTRACTS PAYABLE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2023-96.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council adopted Supplemental Budget Resolution No. 2023-87 at the November 9, 2023 City Council Meeting, which carried forward encumbered purchase order balances.

Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable, representing work completed on outstanding purchase orders by September 30th expensed back to the prior fiscal year. Encumbrances carried forward to the new fiscal year are typically reduced by the amount expensed to contracts payable in the previous fiscal year.

However, due to the timing of the November 2023 City Council meeting, the contracts payables were not available, and the full amount of the encumbered purchase order balances were carried forward on Supplemental Budget Resolution No. 2023-87.

Supplemental Budget Resolution No. 2023-96 will reduce the amounts carried forward by the amount expensed to contracts payable in the previous fiscal year.

A separate Supplemental Resolution will be brought before City Council to cover the unencumbered carryovers.

PRIOR ACTION:

September 13, 2023 - City Council formally adopted a beginning FY 2024 Budget on Budget Resolution No. 2023-073.

November 9, 2023 - City Council adopted Supplemental Budget Resolution No. 2023-87, covering purchase orders payable.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the contracts payable budget resolution are offset by either a reduction of fund balance or a reduction in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2024.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/28/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2023-96
2. Supplemental Budget Explanation No. 2023-96

PRESENTATION: No

**RESOLUTION
NO. 2023-96**

**A RESOLUTION
TO BE ENTITLED:**

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024;
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. GENERAL FUND		
Fund Balance		(254,092)
As Reads:	State Reimbursements	451,151
Amended		
To Read:	State Reimbursements	430,951
As Reads:	Purchase Orders Payable	2,306,490
Amended		
To Read:	Purchase Orders Payable	2,030,773
B. SPECIAL GRANTS FUND		
As Reads:	Federal Grants	1,358,603
Amended		
To Read:	Federal Grants	1,289,776
As Reads:	Purchase Orders Payable	1,119,286
Amended		
To Read:	Purchase Orders Payable	1,050,459
C. COMMUNITY REDEVELOPMENT FUND		
Fund Balance		(61,110)
As Reads:	Purchase Orders Payable	1,259,888
Amended		
To Read:	Purchase Orders Payable	1,198,778
D. PARKING MANAGEMENT FUND		
Fund Balance		(67,525)
As Reads:	Purchase Orders Payable	122,650
Amended		
To Read:	Purchase Orders Payable	55,125
E. LAW ENFORCEMENT TRUST FUND		
Fund Balance		(11,438)
As Reads:	Purchase Orders Payable	17,701
Amended		
To Read:	Purchase Orders Payable	6,263

F. NATURAL DISASTER FUND		
As Reads:	Federal Grants	177,807
Amended		
To Read:	Federal Grants	176,394
As Reads:	State Grants	19,756
Amended		
To Read:	State Grants	19,285
As Reads:	Purchase Orders Payable	197,563
Amended		
To Read:	Purchase Orders Payable	195,679
G. WESTSIDE TIF FUND		
Fund Balance		(104,128)
As Reads:	Purchase Orders Payable	339,310
Amended		
To Read:	Purchase Orders Payable	235,182
H. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND		
Fund Balance		(8,125)
As Reads:	Purchase Orders Payable	228,250
Amended		
To Read:	Purchase Orders Payable	220,125
I. AMERICAN RESCUE PLAN ACT FUND		
As Reads:	Federal Grants	417,514
Amended		
To Read:	Federal Grants	308,540
As Reads:	Purchase Orders Payable	417,514
Amended		
To Read:	Purchase Orders Payable	308,540
J. LOCAL OPTION SALES TAX FUND		
Fund Balance		(823,446)
As Reads:	Purchase Orders Payable	2,746,953
Amended		
To Read:	Purchase Orders Payable	1,923,507
K. CRA SERIES 2019 PROJECT FUND		
Fund Balance		(187,671)
As Reads:	Purchase Orders Payable	3,466,573
Amended		
To Read:	Purchase Orders Payable	3,278,902

L. STORMWATER CAPITAL PROJECTS FUND

Fund Balance		(61,218)
As Reads:	Purchase Orders Payable	633,140
Amended		
To Read:	Purchase Orders Payable	571,922

M. GAS UTILITY FUND

Fund Balance		(163,050)
As Reads:	Purchase Orders Payable	1,665,955
Amended		
To Read:	Purchase Orders Payable	1,502,905

N. SANITATION FUND

Fund Balance		(2,852)
As Reads:	Purchase Orders Payable	12,512
Amended		
To Read:	Purchase Orders Payable	9,660

O. PORT FUND

Fund Balance		(74,926)
As Reads:	State Grants	74,328
Amended		
To Read:	State Grants	45,969
As Reads:	Purchase Orders Payable	169,978
Amended		
To Read:	Purchase Orders Payable	95,052

P. AIRPORT FUND

Fund Balance		(717,939)
As Reads:	Private Grants	5,750,797
Amended		
To Read:	Private Grants	5,471,232
As Reads:	Transfer in From Local Option Sales Tax	1,707,206
Amended		
To Read:	Transfer in From Local Option Sales Tax	1,613,493
As Reads:	Federal Grants	19,974,444
Amended		
To Read:	Federal Grants	19,400,000
As Reads:	State Grants	3,945,112
Amended		
To Read:	State Grants	3,930,750
As Reads:	Purchase Orders Payable	11,288,243
Amended		
To Read:	Purchase Orders Payable	9,608,220

Q. CENTRAL SERVICES FUND

As Reads:	Charges for Services - Garage	1,940,100
Amended		
To Read:	Charges for Services - Garage	1,914,490
As Reads:	Charges for Services - Technology Resources	5,289,484
Amended		
To Read:	Charges for Services - Technology Resources	5,218,634
As Reads:	Purchase Orders Payable	434,024
Amended		
To Read:	Purchase Orders Payable	337,564

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
DECEMBER 2023 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-96

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
State Reimbursements	(20,200)	Decrease estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	(20,200)	
Fund Balance	(255,517)	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>(275,717)</u>	
Appropriations		
Purchase Orders Payable	<u>(275,717)</u>	Decrease Encumbrance Carryover - Contracts Payable
B. SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	(68,827)	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(68,827)</u>	
Appropriations		
Purchase Orders Payable	<u>(68,827)</u>	Decrease Encumbrance Carryover - Contracts Payable
C. COMMUNITY REDEVELOPMENT FUND		
Fund Balance	<u>(61,110)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(61,110)</u>	Decrease Encumbrance Carryover - Contracts Payable
D. PARKING MANAGEMENT FUND		
Fund Balance	<u>(67,525)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(67,525)</u>	Decrease Encumbrance Carryover - Contracts Payable
E. LAW ENFORCEMENT TRUST FUND		
Fund Balance	<u>(11,438)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(11,438)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2023 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-96

FUND	AMOUNT	DESCRIPTION
F. NATURAL DISASTER FUND		
Estimated Revenues		
Federal Grants	(1,413)	Decrease estimated revenues for Federal Grants
State Grants	(471)	Decrease estimated revenues for State Grants
Total Estimated Revenues	<u>(1,884)</u>	
Appropriations		
Purchase Orders Payable	<u>(1,884)</u>	Decrease Encumbrance Carryover - Contracts Payable
G. WESTSIDE TIF FUND		
Fund Balance	<u>(104,128)</u>	Increase appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(104,128)</u>	Decrease Encumbrance Carryover - Contracts Payable
H. COMMUNITY MARITIME PARK MGT SVCS FUND		
Fund Balance	<u>(8,125)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(8,125)</u>	Decrease Encumbrance Carryover - Contracts Payable
I. AMERICAN RESCUE PLAN ACT FUND		
Estimated Revenues		
Federal Grants	(108,974)	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(108,974)</u>	
Appropriations		
Purchase Orders Payable	<u>(108,974)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2023 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-96

FUND	AMOUNT	DESCRIPTION
J. LOCAL OPTION SALES TAX FUND		
Fund Balance	<u>(823,446)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(823,446)</u>	Decrease Encumbrance Carryover - Contracts Payable
K. CRA SERIES 2019 PROJECT FUND		
Fund Balance	<u>(187,671)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(187,671)</u>	Decrease Encumbrance Carryover - Contracts Payable
L. STORMWATER CAPITAL PROJECTS FUND		
Fund Balance	<u>(61,218)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(61,218)</u>	Decrease Encumbrance Carryover - Contracts Payable
M. GAS UTILITY FUND		
Fund Balance	<u>(163,050)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(163,050)</u>	Decrease Encumbrance Carryover - Contracts Payable
N. SANITATION FUND		
Fund Balance	<u>(2,852)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(2,852)</u>	Decrease Encumbrance Carryover - Contracts Payable

THE CITY OF PENSACOLA
DECEMBER 2023 CONTRACTS PAYABLE
SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2023-96

FUND	AMOUNT	DESCRIPTION
O. PORT FUND		
Estimated Revenues		
State Grants	(28,359)	Decrease estimated revenues for State Grants
Total Estimated Revenues	(28,359)	
Fund Balance	(46,567)	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	(74,926)	Decrease Encumbrance Carryover - Contracts Payable
P. AIRPORT FUND		
Estimated Revenues		
Federal Grants	(574,444)	Decrease estimated revenues for Federal Grants
State Grants	(14,362)	Decrease estimated revenues for State Grants
Private Grants	(279,565)	Decrease Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	(93,713)	Decrease Funding From Private Grants
Total Estimated Revenues	(962,084)	
Fund Balance	(717,939)	Decrease Transfer in From Local Option Sales Tax
Total Estimated Revenues and Fund Balance	(1,680,023)	
Appropriations		
Purchase Orders Payable	(1,680,023)	Decrease Encumbrance Carryover - Contracts Payable
Q. CENTRAL SERVICES FUND		
Estimated Revenues		
Charges for Services - Garage	(25,610)	Decrease estimated revenues for Charges For Services - Garage
Charges for Services - Technology Resources	(70,850)	Decrease estimated revenues for Charges For Services - Technology Resources
Total Estimated Revenues	(96,460)	
Appropriations		
Purchase Orders Payable	(96,460)	Decrease Encumbrance Carryover - Contracts Payable



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-974

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 23-23 - CREATING SECTION 11-2-12, OF THE CODE OF CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A TRAFFIC INFRACTION DETECTION PROGRAM IN ACCORDANCE WITH FLORIDA STATUTES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 23-23 on first reading.

AN ORDINANCE CREATING SECTION 11-2-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A TRAFFIC INFRACTION DETECTION PROGRAM IN ACCORDANCE WITH FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

F.S. §316.008 and F.S. §166.021 provide authority for the City of Pensacola to exercise the statutory option to use traffic infraction detectors within its jurisdiction to enforce F.S. §316.074(1) or F. S. §316.075(1)(c)(1). Use of traffic infraction detectors shall be a supplemental means of assisting law enforcement personnel in the enforcement and monitoring of compliance with laws related to traffic control signals as permitted and provided for by state laws that are designed to protect and improve the public health, safety, and welfare of the community and thereby reduce accidents, injuries and disruption of traffic when a driver fails to stop at a traffic signal on streets and highways under the city's jurisdiction.

The attached proposed ordinance codifies a specified prohibition on the use of traffic infraction detectors as permitted by general law within the City's jurisdictional limits.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/16/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Proposed Ordinance No. 23-23
2. Business Impact Estimate for Ordinance 23-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 23-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 11-2-11, 11-2-12, 11-2-13, 11-2-14, 11-2-15, 11-2-16, 11-2-17, 11-2-18, 11-2-19, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A TRAFFIC INFRACTION DETECTION PROGRAM IN ACCORDANCE WITH FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 11-2-11 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-11 - Purpose and Intent

The purpose of this article is to specifically authorize the use of traffic infraction detectors as permitted by general law within the City's jurisdictional limits.

SECTION 2. Section 11-2-12 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-12 – Use of traffic infraction detectors.

Pursuant to the authority granted by F.S. §316.008(8) and F.S. §166.021, the City of Pensacola exercises its option to use traffic infraction detectors within its jurisdiction to enforce F.S. §316.074(1) or F. S. §316.075(1)(c)(1). Use of traffic infraction detectors shall be a supplemental means of assisting law enforcement personnel in the enforcement and monitoring of compliance with laws related to traffic control signals as permitted and provided for by state laws that are designed to protect and improve the public health, safety, and welfare of the community and thereby reduce accidents, injuries and disruption of traffic when a driver fails to stop at a traffic signal on streets and highways under the city's jurisdiction. The mayor is authorized to take all steps necessary to implement the provisions and requirements of traffic infraction detectors within this jurisdiction in conjunction with the Pensacola Police Department as described in F.S. §166.021 and F.S. §316.0083, The Mark Wandall Traffic Safety Act.

SECTION 3. Section 11-2-13 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-13 – Adherence to red light traffic control signals

Pursuant to general law, motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or, if none, then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; as more fully described in F.S. §316.074(1) and F.S. §316.075(1)(c)(1), as may be amended from time to time; however, the driver of a vehicle which is stopped at a clearly marked stop line, or if none, at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection, as described more fully in F.S. §316.075, as may be amended from time to time.

SECTION 4. Section 11-2-14 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-14 – Violation

A violation of this article shall occur when a motor vehicle does not comply with the requirements of section 11-2-13 of this Code. This article supplements enforcement of F.S. §316.074(1) or F.S. §316.075(1)(c)(1) by law enforcement officers and shall not prohibit law enforcement personnel from issuing a citation for a red-light signal violation in accordance with normal statutory enforcement techniques.

SECTION 5. Section 11-2-15 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-15 – Review of recorded images

- (a) Recorded images shall be reviewed by sworn officers of the Pensacola Police Department prior to the issuance of a notice of violation to ensure accuracy and the integrity of the recorded images. Once the officer has verified the accuracy of the recorded images a notice of violation shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or with the appropriate agency having such information in another state.
- (b) The owner of the vehicle observed by recorded images committing a violation of F.S. §316.074(1) or F.S. §316.075(1)(c)(1), shall be issued a notice of violation no later than thirty (30) days after the violation occurs. The recorded image shall be sufficient grounds to issue a notice of violation.

SECTION 6. Section 11-2-16 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-16. – Notice of violation

- (a) Within thirty (30) days after a violation, notification must be sent to the registered owner of the motor vehicle involved in the violation specifying the remedies available under F.S. §318.14, and that the violator must do one of the following within 60 days in order to avoid the issuance of a uniform traffic citation:
- (1) Pay one hundred fifty-eight dollars (\$158.00) pursuant to instructions on the notice of violation;
 - (2) Provide an affidavit that complies with F.S. §316.0083(d) that establishes one of the following:
 - (a) The motor vehicle passed through the intersection in order to yield right-of-way to an emergency vehicle or as part of a funeral procession;
 - (b) The motor vehicle passed through the intersection at the direction of a law enforcement officer;
 - (c) The motor vehicle was, at the time of the violation, in the care, custody, or control of another person;
 - (d) A uniform traffic citation was issued by a law enforcement officer to the driver of the motor vehicle for the alleged violation of F.S. §316.074(1) or F.S. §316.075(1)(c)(1) or
 - (e) The motor vehicle's owner was deceased on or before the date that the uniform traffic citation was issued, as established by an affidavit submitted by the representative of the motor vehicle owner's estate or other designated person or family member.
 - (3) Submit a request for a hearing.
- (b) Any owner who does not comply with this section within sixty (60) days following the notification of violation shall be issued a uniform traffic citation in accordance with F.S. §316.0083.
- (c) The mailing of the notice of violation constitutes notification. The notification must be sent by first-class mail and shall include:
- (1) The name and address of the vehicle owner;
 - (2) The license plate number of the vehicle;
 - (3) The make, model, and year of the vehicle;
 - (4) Notice that the violation charged is pursuant to this article and F.S. §316.074(1) and F.S. §316.075(1)(c)(1);
 - (5) The intersection where the violation occurred;
 - (6) The date and time of the violation;
 - (7) A statement that the owner has the right to review the recorded images that constitute a rebuttable presumption against the owner, together with a statement

of the time and place or internet location where the evidence may be observed;

- (8) A statement that the owner must pay a penalty of one hundred fifty-eight dollars (\$158.00) to the city, or furnish an affidavit in accordance with F.S. §316.0083(d), or request a hearing within sixty (60) days following the date of the notification in order to avoid fees, court costs, and the issuance of a uniform traffic citation;
- (9) A statement providing information on the person's right to request a hearing and directing interested persons to a website that provides a form to request a hearing along with information regarding all court costs related thereto;
- (10) Images depicting violation;
- (11) Instructions on all methods of payment of the penalty.

SECTION 7. Section 11-2-17 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-17. - Creation of Traffic Infraction Detector Special Magistrate

- (a) The City of Pensacola shall utilize a Special Magistrate as its local hearing officer, as defined by Florida Statute in accordance with the provisions of F.S. §316.0083. The City Council is authorized to create the position of Special Magistrate to enforce City codes and ordinances pursuant to Sec. 13-2-3, and Sec. 13-2-4(d) and hereby creates the position of the Traffic Infraction Detector Special Magistrate.
- (b) The Traffic Infraction Detector Special Magistrate shall have the authority to hold hearings, command compliance and impose administrative fines and other non-criminal penalties and otherwise provide an equitable, expeditious and cost-effective method of enforcing codes and ordinances as provided and described in F.S. §316.0083.
- (c) The clerk(s) to the Traffic Infraction Detector Special Magistrate shall consist of designated existing city staff members who shall ensure all obligations regarding matters delegated to the clerk under F.S. §316.0083 occur. This includes but is not limited to scheduling and required notifications to The Department of Highway Motor Vehicles.

SECTION 8. Section 11-2-18 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-18. –Procedures for a hearing

- (a) Notwithstanding any other provision of law, a person who receives a notice of violation under this section may request a hearing within sixty (60) days following the notification of violation. Payment or fee shall not be required before the hearing requested by the person.

- (b) If the registered owner or co-owner of the motor vehicle, or an authorized representative of the owner, co-owner, or person identified on an affidavit as having care, custody, or control of the motor vehicle at the time of the violation initiates a proceeding to challenge the violation pursuant to this paragraph, such person waives any challenge or dispute as to the delivery of the notice of violation. Any person who elects to request a hearing pursuant to this section shall be referred to as the petitioner.
- (c) Pursuant to F.S. § 316.0083, a local hearing procedure is established for individuals wishing to contest any notice of violation. The city hereby adopts the procedure for local hearings as provided by F.S. § 316.0083(5), as amended from time to time.
- (d) Hearings shall be held at City Hall or any other properly noticed facility.
- (e) Any petitioner who elects to request a hearing under this section shall be scheduled for a hearing by the clerk to the Traffic Infraction Detector Special Magistrate to appear before a Traffic Infraction Detector Special Magistrate with notice to be sent by first-class mail. Upon receipt of the notice, the petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk to the Traffic Infraction Detector Special Magistrate at least five (5) calendar days before the day of the originally scheduled hearing. The petitioner may cancel his or her appearance before the Traffic Infraction Detector Special Magistrate by paying the penalty assessed under section 11-2-16 of this Code, plus fifty dollars (\$50.00) in administrative costs, before the start of the hearing.
- (f) If a person who is mailed a notice of violation for a violation of F.S. §316.074(1) or F.S. §316.075(1)(c)(1), as enforced by a law enforcement officer under F.S. §316.0083, presents documentation from the appropriate governmental entity that the notice of violation was in error, the clerk to the Traffic Infraction Special Magistrate may dismiss the case. There shall not be a charge for this service.
- (g) The Traffic Infraction Detector Special Magistrate may take testimony from a sworn Pensacola Police Department officer and the petitioner and may take testimony from others. Pursuant to F.S. §316.0083, photographic images, electronic images, and streaming video are admissible as evidence in any proceeding to enforce this section and raises a rebuttable presumption that the motor vehicle named in the report or shown in the photographic or electronic images or streaming video evidence was used in violation of F.S. §316.074(1) or F.S. §316.075(1)(c)(1) when the driver failed to stop at a traffic signal. All testimony shall be under oath and digitally recorded. Although the formal rules of evidence do not apply, due process shall be observed and govern the proceedings.
- (h) At the conclusion of the hearing the Traffic Infraction Detector Special Magistrate shall determine whether a violation has occurred and shall uphold or dismiss the violation. If the Traffic Infraction Detector Special Magistrate finds a violation occurred and upholds the notice of violation, in addition to the one hundred fifty-eight dollars (\$158.00) penalty provided by statute, the Traffic Infraction Detector Special Magistrate may also require the petitioner to pay municipal court costs, not to exceed two hundred fifty dollars (\$250.00). The final administrative order shall be mailed to the petitioner by first-class mail.

- (i) Payment of all penalties and court costs must be paid within sixty (60) days of the entry of an order finding that a violation has occurred by the Traffic Infraction Detector Special Magistrate.
- (j) An aggrieved party may appeal a final administrative order consistent with the process provided under F.S. §162.11.

SECTION 9. Section 11-2-19 of chapter 11-2 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 11-2-19. – Consistency with state law.

This article shall be interpreted and applied so that it is consistent with state law, specifically, the Mark Wandall Traffic Safety Act, (Florida Statute 316.0083). Any amendment to an applicable state law shall automatically apply to the enforcement and application of this article, whether or not this article or any provision hereof has been amended to specifically address such amendment to state law. Without limitation, any future amendment regarding the amount of the penalty or the apportionment of the proceeds thereof shall be deemed applied in the enforcement of this article, even prior to a specific amendment to this article in order to make this article expressly consistent with such change in state law with respect to the amount of the penalty or the apportionment of proceeds thereof.

SECTION 10. 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 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. 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:

Traffic Infraction Detection Program / Red Light Cameras

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):

As per Florida Statutes F.S. §316.008 and F.S. §166.021 provide authority for the City of Pensacola to exercise the statutory option to use traffic infraction detectors within its jurisdiction to enforce F.S. §316.074(1) or F. S. §316.075(1)(c)(1). Use of traffic infraction detectors shall be a supplemental means of assisting law enforcement personnel in the enforcement and monitoring of compliance with laws related to traffic control signals as permitted and provided for by state laws that are designed to protect and improve the public health, safety, and welfare of the community and thereby reduce accidents, injuries and disruption of traffic when a driver fails to stop at a traffic signal on streets and highways under the city's jurisdiction.

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:

A violation of this Ordinance shall occur when a motor vehicle does not comply with the requirements of section 11-2-13 of the Code. This Ordinance supplements enforcement of F.S. §316.074(1) or F.S. §316.075(1)(c)(1) by law enforcement officers and shall not prohibit law enforcement personnel from issuing a citation for a red-light signal violation in accordance with normal statutory enforcement techniques. The fine for this Ordinance is one hundred fifty-eight dollars \$158.00.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

7. The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1013

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE NO. 24-23 - CREATING SECTION 11-4-4, SECTION 11-4-5, AND SECTION 11-4-6 OF THE CODE OF THE CITY OF PENSACOLA - DANGEROUS USE OF PUBLIC RIGHTS OF WAY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 24-23 on first reading.

AN ORDINANCE CREATING SECTION 11-4-4, SECTION 11-4-5, AND SECTION 11-4-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA DANGEROUS USE OF PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this Ordinance is to prohibit activities that interfere with the purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, impediments to the orderly flow of traffic, dangerous traffic movement, increased vehicular accidents and pedestrian and motorist injuries and fatalities.

The proposed ordinance codifies a specified prohibition on dangerous use of public right-of-ways permitted by general law within the City's jurisdictional limits.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

11/20/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Eric Randall, Chief of Police

ATTACHMENTS:

1. Proposed Ordinance No. 24-23
2. Florida Crash Board
3. Business Impact Estimate for Proposed Ordinance No. 24-23

PRESENTATION: No

PROPOSED
ORDINANCE NO. 24-23

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 11-4-4, SECTION 11-4-5, AND SECTION 11-4-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA DANGEROUS USE OF PUBLIC RIGHTS OF WAY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the Florida Department of Highway Safety and Motor Vehicles gathers and analyzes crash data by county in the State of Florida, and the City of Pensacola is located within the County of Escambia;

WHEREAS, preliminary data published by the Florida Department of Highway Safety and Motor Vehicles for Escambia County thus far for the year of 2023 has recorded 5,229 crashes with 57 fatalities. Of those statistics 119 were pedestrian crashes with 18 pedestrian deaths.

WHEREAS, preliminary data published by the Florida Department of Highway Safety and Motor Vehicles for Escambia County between January 1, 2022, and December 31, 2022 has recorded 6,382 crashes with 57 fatalities. Of those statistics 118 were pedestrian crashes with 14 pedestrian deaths.

WHEREAS, finalized data that has been published by the Florida Department of Highway Safety and Motor Vehicles for Escambia County for the year 2021 recorded 6,608 crashes with 77 fatalities. Of those statistics 152 were pedestrian crashes with 24 pedestrian deaths.

WHEREAS, the Florida Department of Highway Safety and Motor Vehicles has published data related to distracted driving in the "Put It Down: Focus on Driving" campaign and defines distracted driving as "anything that takes your hands off the wheel, your eyes off the road or mind off driving". The Florida Department of Highway Safety and Motor Vehicles identifies the three types of distracted driving as visual, manual, and cognitive in the published campaign data. The campaign data specifically includes "watching an event outside of the vehicle" as a "common distraction".

WHEREAS, the Florida Department of Highway Safety and Motor Vehicles has published data, the most recent of which is for the year 2022, for Escambia County crashes caused by distracted driving and has been recorded on their website as 1,968 crashes with 9 fatalities.

WHEREAS, the Florida Department of Transportation Median Handbook identifies a median as being an adequate pedestrian refuge only when it measures at least six feet, and preferably 8.5 feet, in width; and

WHEREAS, the primary purpose of public roads and rights-of-way is to enable pedestrians and lawfully permitted vehicles to safely and efficiently move from place to place; and

WHEREAS, the purpose of this Ordinance is to prohibit activities that interfere with the purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, impediments to the orderly flow of traffic, dangerous traffic movement, increased vehicular accidents and pedestrian and motorist injuries and fatalities; and

WHEREAS, the City has a significant government interest in promoting pedestrian and roadway safety and the free flow of traffic; and

WHEREAS, the regulations set forth in this Ordinance are the least restrictive means necessary to promote and protect the public health, safety, and general welfare of persons in the City while leaving ample alternative avenues for the expression and exchange of thoughts and ideas; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 11-4-4 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 11-4-4. Definitions.

For the specific purposes of Article I of this Chapter, the following definitions shall apply:

- (a) Sufficient pedestrian refuse means a paved or unpaved median separating lanes of traffic that is at least six feet wide, measured from back of curb to back of curb.
- (b) Right-of-way means land in which the state, the department, a county, or a municipality owns the fee or has an easement devoted to or required for use as a transportation facility as set forth in F.S. § 334.03 and as may be amended.

SECTION 2. Section 11-4-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 11-4-5. Dangerous use of public rights-of-way.

- (a) Except as provided herein, or as otherwise permitted by law, it is unlawful to make any use of the public rights-of-way in a manner that interferes with the safe and efficient movement of people and property from place to place on a public road or right-of-way. Such prohibited activity includes, by way of example and not limitation:
- (1) Stopping, standing or otherwise occupying a median that is not a sufficient pedestrian refuge on an arterial or collector road within the City by a pedestrian when that pedestrian is not in the process of lawfully crossing the road in accordance with applicable traffic and safety laws.
 - (a) Stopping, standing or otherwise occupying a median that is not a sufficient pedestrian refuge through two consecutive opportunities to cross in accordance with applicable traffic and safety laws is prima facie evidence of a violation of this subsection.
 - (2) Engaging in any physical interaction where contact is made directly between a pedestrian and an occupant of a motor vehicle, including the transfer of any product or material, while the motor vehicle is located on the travelled portion of an arterial or collector road within the City and is not legally parked.
- (b) Nothing in this section shall prohibit the following:
- (1) Law enforcement, fire and rescue, or other government employees or contractors acting within the scope of their lawful authority;
 - (2) A person conducting inspection, construction, maintenance, repair, survey, or other legally authorized services;
 - (3) A person responding to lend aid during an emergency situation;
 - (4) Entering or exiting a bus or other public transit system;
 - (5) Use of public roads and rights-of-way that have been closed to vehicular traffic for a special event permitted by the appropriate governmental entity.

SECTION 3. Section 11-4-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 11-4-6. Penalty

Any person who violates this article shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. Any violation of any provision of this article shall constitute a separate offense.

SECTION 4. 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 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. 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

FLORIDA CRASH DASHBOARD



SELECT YEAR

2023

SELECT CRASH COUNTY

ESCAMBIA

SELECT CRASH TYPE

ALL CRASHES

DATA IN THIS VIEW COVERS CRASHES OCCURRING BETWEEN 1/1/2023 AND 11/9/2023.
DATA IS CONSIDERED PRELIMINARY AS OF 11/11/2023

ALL CRASHES

5,229

FATALITIES FROM ALL
CRASHES

57

INJURIES FROM ALL CRASHES

4,068

TOTAL FATAL CRASHES

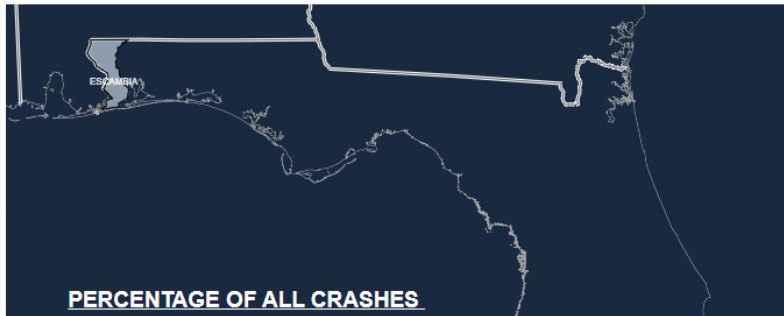
56

TOTAL INJURY CRASHES

2,393

TOTAL BICYCLE CRASHES

91



ABOUT • NEWS • SAFETY CENTER • INSURANCE • RESOURCES • LOCATIONS • CAREERS • CONTACT

LICENSES & ID CARDS

+

129

TOTAL MOTORCYCLE FATALITIES

8

TOTAL PEDESTRIAN CRASHES

119

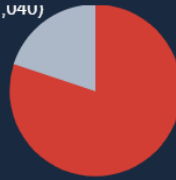
TOTAL PEDESTRIAN FATALITIES

18

MOTOR VEHICLES, TAGS & TITLES

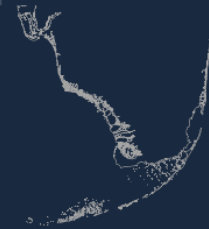
+

19.89% (1,040)



FHP
80.11% (4,189)

FLORIDA HIGHWAY PATROL



TOTAL HIT AND RUN
CRASHES

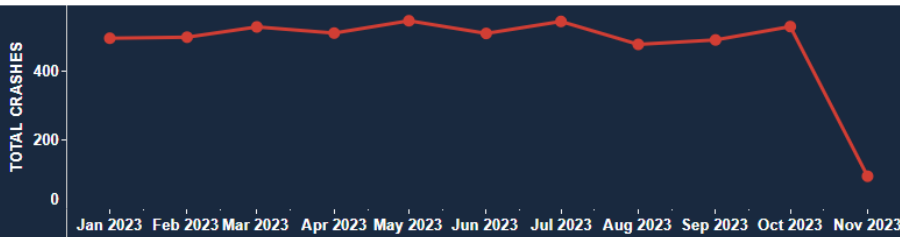
1,269

TOTAL HIT AND RUN
FATALITIES

6

TOTAL HIT AND RUN
INJURIES

343



DATA IN THIS VIEW
COVERS
CRASHES OCCURRING
BETWEEN
1/1/2023 AND 11/9/2023.
DATA IS CONSIDERED
PRELIMINARY AS OF
11/11/2023.

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FLORIDA CRASH DASHBOARD



SELECT YEAR

2022

SELECT CRASH COUNTY

ESCAMBIA

SELECT CRASH TYPE

ALL CRASHES

DATA IN THIS VIEW COVERS CRASHES OCCURRING BETWEEN 1/1/2022 AND 12/31/2022.
DATA IS CONSIDERED PRELIMINARY AS OF 11/11/2023

ALL CRASHES

6,382

FATALITIES FROM ALL
CRASHES

57

INJURIES FROM ALL CRASHES

4,546

TOTAL FATAL CRASHES

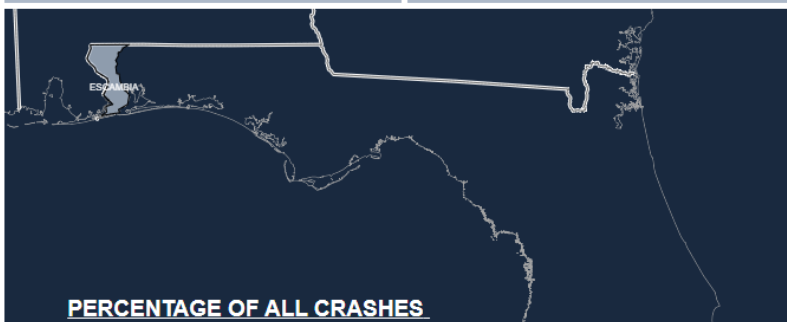
52

TOTAL INJURY CRASHES

2,803

TOTAL BICYCLE CRASHES

104



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LICENSES & ID CARDS

+

150

TOTAL MOTORCYCLE FATALITIES

8

TOTAL PEDESTRIAN CRASHES

118

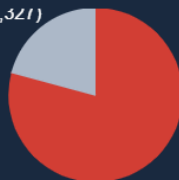
TOTAL PEDESTRIAN FATALITIES

14

MOTOR VEHICLES, TAGS & TITLES

+

20.19% (1,321)



FHP
79.21% (5,055)

FLORIDA HIGHWAY PAT



TOTAL HIT AND RUN
CRASHES

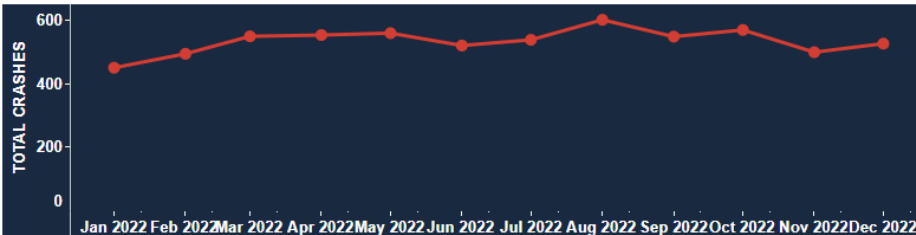
1,618

TOTAL HIT AND RUN
FATALITIES

9

TOTAL HIT AND RUN
INJURIES

408



DATA IN THIS VIEW
COVERS
CRASHES OCCURRING
BETWEEN
1/1/2022 AND 12/31/2022.
DATA IS CONSIDERED
PRELIMINARY AS OF
11/11/2023.

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FLORIDA CRASH DASHBOARD



SELECT YEAR

2021

SELECT CRASH COUNTY

ESCAMBIA

SELECT CRASH TYPE

ALL CRASHES

DATA IN THIS VIEW COVERS CRASHES OCCURRING BETWEEN 1/1/2021 AND 12/31/2021.
DATA IS CONSIDERED FINALIZED AS OF 10/27/2022

ALL CRASHES

6,608

FATALITIES FROM ALL
CRASHES

77

INJURIES FROM ALL CRASHES

4,183

TOTAL FATAL CRASHES

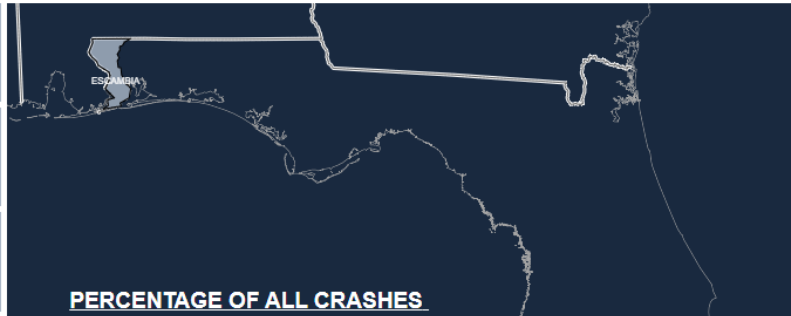
73

TOTAL INJURY CRASHES

2,577

TOTAL BICYCLE CRASHES

87



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CENSES & ID CARDS

+

136

TOTAL MOTORCYCLE FATALITIES

8

TOTAL PEDESTRIAN CRASHES

152

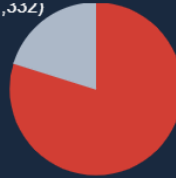
TOTAL PEDESTRIAN FATALITIES

24

MOTOR VEHICLES, TAGS & TITLES

+

20.10% (1,332)



FHP

79.84% (5,276)

FLORIDA HIGHWAY PATROL



TOTAL HIT AND RUN
CRASHES

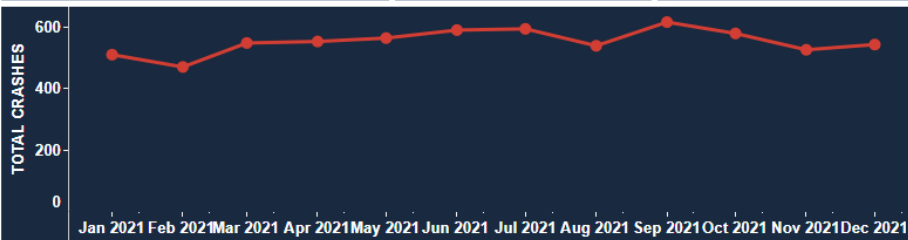
1,737

TOTAL HIT AND RUN
FATALITIES

7

TOTAL HIT AND RUN
INJURIES

344



DATA IN THIS VIEW
COVERS
CRASHES OCCURRING
BETWEEN
1/1/2021 AND 12/31/2021.

DATA IS CONSIDERED
FINALIZED AS OF
10/27/2022.

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What is Distracted Driving?

Distracted driving is anything that takes your hands off the wheel, your eyes off the road or mind off driving. It is extremely risky behavior that puts everyone on the road in danger. There are different kinds of driver distractions:

TYPES OF DRIVER DISTRACTION	
Visual	Taking your eyes off the road
Manual	Taking your hands off the wheel
Cognitive	Thinking about anything other than driving

Texting requires all three types of distraction, making it one of the most dangerous of distracted driving behaviors. However, this is not the only cause of distracted driving. Other common distractions include: tending to kids or passengers in the back seat, eating, watching an event outside of the vehicle, interacting with passengers, unsecured pets, putting on makeup or grooming, adjusting radio or climate controls, checking your GPS app or daydreaming.

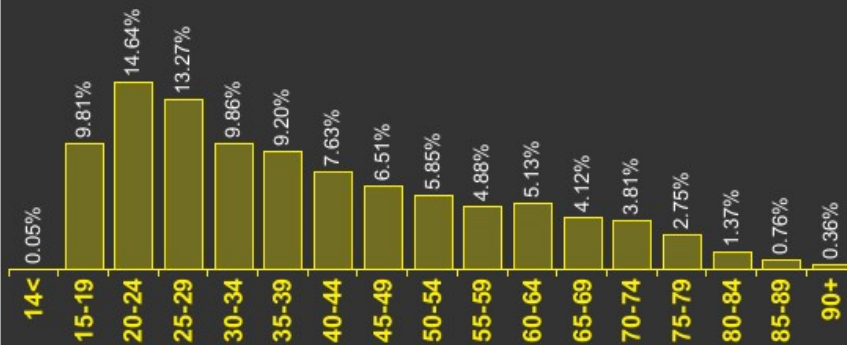
To successfully avoid a crash, a driver must perceive a hazard, react and give the vehicle time to stop. Driver perception distance, or the distance a vehicle travels from the time a driver sees a hazard until the brain recognizes it, and reaction distance, the distance a car will continue to travel after seeing a hazard until the driver physically hits the brakes, dramatically affects a vehicle's stopping distance. Even a focused driver going 50 mph will travel nearly the length of a football field before coming to a complete stop.



FLHSMV.GOV/**DISTRACTED**

DISTRACTED DRIVERS BY AGE

Data in the chart represents age groups of drivers that were distracted at the time of a crash.



FATALITIES

9

SERIOUS INJURIES

91

CRASHES

1,968

Crash year
2022

Injury Severity
All

County
ESCAMBIA

PEOPLE IMPACTED BY DISTRACTED DRIVING CRASHES BY INJURY SEVERITY

Data in this chart represents total people impacted by distracted driving crashes by age group, including non-injured.

Age group		
14<		
15-19		468
20-24		645
25-29		552
30-34		464
35-39		403
40-44		373
45-49		305
50-54		310
55-59		293
60-64		261
65-69		202
70-74		175
75-79		112
80-84		61
85-89		26
90+		9
Unknown		69



Data in this dashboard as of 10/26/2023. Data excludes people with age marked as 'unknown'.

FLHSMV





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:

Dangerous Use of Public Rights of Way

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 purpose of this Ordinance is to prohibit activities that interfere with the purpose of public roads and rights-of-way by causing distractions to motorists, unsafe pedestrian movement within travel lanes, impediments to the orderly flow of traffic, dangerous traffic movement, increased vehicular accidents and pedestrian and motorist injuries and fatalities.

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:

Any person who violated this ordinance shall pay a fine not exceeding \$500.00 or imprisonment for a term not exceeding 60 days, or by both the fine and imprisonment. Any violation of any provision of this ordinance shall constitute a separate offense.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

7. The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1018

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

PROPOSED ORDINANCE 26-23 CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA - REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 26-23 on first reading:

AN ORDINANCE CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES; ADOPTING APPROPRIATE INDUSTRY STANDARDS; PROVIDING FOR PENALTIES FOR DEVIATION FROM INDUSTRY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This proposed ordinance establishes formal regulations and penalties for businesses that fail to follow industry standards and obtain city permits for tree removal and pruning operations. This ordinance applies existing safety standards required by existing city permit requirements to businesses that perform the tree care operations work. The ordinance contains actionable steps for non-compliance. Currently, all non-compliance actions are the sole responsibility of the homeowner. This ordinance utilizes existing ordinance language in Chapter 12 that applies to homeowners and mirrors it and applies the same requirements to the tree care businesses performing the work.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

10/11/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator
Amy Tootle, Director of Public Works and Facilities

ATTACHMENTS:

1. Proposed Ordinance 26-23
2. Business Impact Estimate
3. Comments from EAB - Dec. 7th Meeting

PRESENTATION: No

PROPOSED
ORDINANCE NO. 26-23

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES; ADOPTING APPROPRIATE INDUSTRY STANDARDS; PROVIDING FOR PENALTIES FOR DEVIATION FROM INDUSTRY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola seeks to preserve healthy trees within the city limits by establishing penalties for failure to follow industry standards for pruning and for removal of trees; and

WHEREAS the City of Pensacola's permit process promotes public safety by incorporating industry standards on pruning and removal of trees; and

WHEREAS, the City of Pensacola has identified public safety hazards resulting from the failure of businesses to follow industry standards concerning tree pruning and removal; and

WHEREAS, the City of Pensacola recognizes that the public interest is harmed by the higher risk of injury and economic impact of removing tree hazards caused by business operators, inadvertently or knowingly, proceeding to prune or remove trees without permits or in disregard of industry standards; and

WHEREAS, the City Council of the City of Pensacola finds that the following ordinance provides standards and requirements that will promote public safety;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-13-1 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-13-1 – Definitions.

Arborist means an International Society of Arboriculture-Certified Arborist who is qualified to perform prescription pruning;

Business tax receipt has the meaning found in Chapter 7-2, Code of Ordinances for the City of Pensacola;

Commercial tree trimming or removal company means a business entity or individual engaged in the pruning or removal of trees for compensation.

SECTION 2.

Sec. 7-13-2 – Pruning or removing trees – authority

- (a) A commercial tree trimming or removal company is authorized to engage in pruning, trimming, or removal of trees within the city limits only if it possesses a valid business tax receipt pursuant to Chapter 7-2, Code of Ordinances of the City of Pensacola.
- (b) A commercial tree trimming or removal company, before engaging in pruning, trimming, or removal of trees within the city limits, shall verify whether a permit is required and, if required, obtain the permit on behalf of the property owner, and further satisfy all permitting requirements established by the city's designated arborist prior to performing the work.

SECTION 3.

Sec. 7-13-3 – Industry Standards Applicable to Tree Pruning and Removal

All contractors performing tree care within the City of Pensacola be required to follow arboricultural industry standards, both the ANSI A300 & ANSI Z133 Work and Safety Standards, and all subsequently updates to applicable standards as identified by the International Society of Arboriculture, including but not limited to the following:

- (a) the requirement that an arborist perform the pruning and removal in according with a pruning prescription and
- (b) the requirement that an onsite assessment be performed in accordance with the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017) by an arborist certified by the International Society of Arboriculture (ISA).

SECTION 4.

Sec. 7-13-4 – Enforcement

Stop work order. Whenever the city's designated arborist determines that a violation of this chapter has occurred, the following actions shall be initiated:

(a) Written notice. Immediately issue written notice by personal delivery or certified mail to the commercial tree trimming and removal company as defined herein, with a copy to the property owner, of the nature and location of the violation, specifying what remedial steps are necessary to bring the project into compliance. The recipient of the notice shall immediately, conditions permitting, commence the recommended remedial action and shall have ten working days after receipt of said notice, or such longer time as may be allowed by the city's designated arborist, to complete the remedial action set forth in said notice.

(b) Remedial work and stop work orders. If a subsequent violation occurs during the ten working days referred to in subsection (a)(1) above, or if remedial work specified in the notice of violation is not completed within the time allowed, or if clearing and development of land is occurring without a permit, then the city's designated arborist shall issue a stop work order immediately. Said stop work order shall contain the grounds for its issuance and shall set forth the nature of the violation. The stop work order shall be directed not only to the person owning the land upon which the clearing and development is occurring, but also a separate stop work order shall be directed to the person or firm actually performing the physical labors of the development activity or the person responsible for the development activity, directing him or her forthwith to cease and desist all or any portion of the work upon all or any geographical portion of the project, except such remedial work as is deemed necessary to bring the project into compliance. If such person fails to complete the recommended remedial action within the time allowed, or fails to take the recommended action after the issuance of such stop work order, then the city's designated arborist may issue a stop work order on all or any portion of the entire project.

(c) Notice of compliance. Upon completion of remedial steps required by notice the city's designated arborist shall issue a notice of compliance and cancellation of said notice or stop work order.

SECTION 5.

Sec. 7-13-5 – Penalties.

(a) The fine for violating this chapter shall be based on the size of limb(s) or the tree(s) removed without a permit. The measurement to establish said fine shall be based on the remaining tree material left intact on the site. If a tree is removed, the trunk caliper shall be measured at DBH and at the point of removal for a limb or each limb. If, in the opinion of the city's designated arborist, the tree has been substantially damaged so that its normal growth character will never return, i.e., a tree is topped and will never recover the original character, then the fine may be based upon the caliper of the tree trunk or each limb removed, whichever is the greater. Each day a violation of a stop work order continues shall constitute a separate offense (see subsection 7-10-6(b), penalty fees, of this Code). Each protected tree removed without a permit or in violation of a permit shall constitute a separate offense. Any person may seek an injunction against any violation of this chapter and recover such damages as he or she may suffer.

(b) Fines for violating this chapter, when paid, shall be deposited into the tree planting trust fund established pursuant to section 12-6-6.

(c) The city's designated arborist, upon a finding of a willful violation of this chapter by a commercial tree trimming or removal company, shall send a notice to the offending party that its business tax receipt is void. The notice shall provide information on how to appeal the determination. A second violation of this chapter by a commercial tree trimming or removal company shall establish a rebuttable presumption that the violation was willful. A third violation of this chapter by a commercial tree trimming or removal company is clear and convincing evidence of a willful violation.

(d) A commercial tree trimming or removal company may appeal the voiding of its business tax receipt or satisfy the remedial requirements set forth by the city's designated arborist to have its business tax receipt restored.

SECTION 6. 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 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. 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:

ORDINANCE 26-23 CREATING CHAPTER 7-13 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE REGULATION OF BUSINESSES ENGAGED IN PRUNING AND REMOVING TREES; ADOPTING APPROPRIATE INDUSTRY STANDARDS; PROVIDING FOR PENALTIES FOR DEVIATION FROM INDUSTRY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; 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):

This ordinance establishes formal regulations and penalties for businesses that fail to follow industry standards and obtain city permits for tree removal and pruning operations. This ordinance applies existing safety standards required by existing city permit requirements to businesses that perform the tree care operations work. The ordinance contains actionable steps for non-compliance. Currently, all non-compliance actions are the sole responsibility of the homeowner.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

For those businesses that follow the existing permit requirements, there is no economic impact.

For those businesses that do not follow the existing permit requirements, specific actionable items previously only valid to the homeowners will now be valid to the businesses performing the work. These items include loss of Business Tax Receipts, fines set forth in Section 7-13-5, and may include the loss of ability to do permitted business within the city limits.

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:

None.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

There are approximately 47 businesses within 100 miles of Pensacola that perform this type of work. Approximately 20 of those businesses perform applicable work within the city limits.

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 was recently discussed by city staff with various homeowners that have or were seeking permits within the city for tree pruning or removal. The homeowners were overwhelmingly supportive of this ordinance and requiring the tree care companies to adhere to the minimum of the same requirements that they are held to in an existing ordinance.

FROM THE DESK OF
DON KRAHER
COUNCIL EXECUTIVE



December 7, 2023

Re: Environmental Advisory Board Comments on two (2) items coming before Council at their December 14, 2023, meeting. (These comments will be in overview form and not verbatim. A link to the meeting video will also be provided.)

Proposed Ordinance 26-23 – Related to the Regulation of Businesses engaged in Pruning and Removing Trees, Adopting appropriate Industry Standards

In general, positive and supportive comments. Board members had some questions that were general in nature but not impactful on the overall support of the concept. of the proposed ordinance.

One board member questioned the broadness of the ordinance and the authority granted to the City (specifically the Arborist). Specifically, if the Arborist determines that there is a violation, he can pull the tax receipt for that business which could then negatively impact this business throughout the city if conducting multiple jobs. Ex. Business is doing multiple jobs throughout the city, Arborist finds an issue (or potential issue) with one job – pulls their tax receipt – which would/could cause work to stop on all of the other jobs being conducted – even if there were no violations at these sites.

Same member had a couple other questions, in general opining that some of the language was very broad. Also speaking to the pre-emptions that are in place.

Request to use Funds from the Tree Planting Trust Fund for Phase II of the Tree Canopy Revitalization Project

In accordance with City Code Section 12-6-10, the EAB reviewed the request for use of funds from the Tree Planting Trust Fund. The EAB was supportive of the use of funds. There were questions about trees & locations and the City Arborist was present and addressed those questions. In light of the \$1 Million dollar grant regarding tree planting, the flexibility in planting locations was appreciated by the Board.

No formal vote was taken on either item, but rather overview of the comments are being provided and a link to the meeting video is below. There was no requirement to bring the first item before the EAB, however administration did so as a curtesy to gain comments.

For the second item, the EAB “reviewed” the request as directed by the City Code.

Should any questions arise, do not hesitate to let me know.

<https://pensacolaf1.portal.civicclerk.com/event/204/media>

Robyn Tice

From: Don Kraher
Sent: Friday, December 8, 2023 2:25 PM
To: Casey Jones; Jared Moore; Jennifer Brahier; Charles Bare; Teniade Broughton; Allison Patton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Yvette McLellan; Robyn Tice
Subject: EAB Comments re Agenda Items for 12.14 meeting
Attachments: Comment from EAB @ Dec. 7th Meeting.docx

Council President and Members of City Council

Please find attached a report of comments made during the EAB meeting of December 7, 2023 regarding relevant items coming before Council at their December 14th meeting.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 23-1096

City Council

12/14/2023

LEGISLATIVE ACTION ITEM

SPONSOR: Mayor D.C. Reeves

SUBJECT:

TENTATIVE AGREEMENT WITH THE PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, IAFF, LOCAL NO. 707

RECOMMENDATION:

That City Council approve the Tentative Agreement between the City of Pensacola and the Pensacola Professional Firefighters International Association of Professional Firefighters, IAFF, Local No. 707.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been in negotiations with the Pensacola Professional Firefighters International Association of Professional Firefighters (IAFF), AFL-CIO, Local No. 707 for an agreement for the Fiscal Years 2024 - 2026. A tentative agreement was reached on December 5, 2023. The terms are being incorporated into an updated collective bargaining agreement that will be submitted to the City Council for approval in January. If the Tentative Agreement is approved on December 14, the City can provide to the bargaining unit members the pay increase for the December 29 paycheck.

The negotiated changes include increasing the starting salaries as follows:

Firefighter - from \$32,501 to \$43,000

Lieutenant - from \$43,001 to \$53,750

Captain -from \$53,000 to \$64,500

In Year 1 of the contract all members of the bargaining unit will either be brought to the minimum of the pay grade or be given a 12% salary adjustment, whichever is greater. In Year 2 the members will receive a 7% salary increase and in Year 3 will receive a 2% salary increase.

The Juneteenth holiday will be added to the list of holidays for which holiday pay is given. The incentive for basic life support certification will increase from \$1,500 annually to \$3,000 annually, and the uniform allowance will increase from \$350 per year to \$450 per year. In

addition employees in DROP will be able to earn a COLA based on the formula included in the collective bargaining agreement.

PRIOR ACTION:

Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local No. 707 Collective Bargaining Agreement Ratification Approved By City Council on November 13, 2020

FUNDING:

Budget:

\$83,300 - Airport Fund

\$2,048,453 - General Fund

\$2,131,753 - Total

* Estimated total for 3 years

FINANCIAL IMPACT:

Airport

Year 1 - \$42,243

Year 2 - \$29,131

Year 3 - \$11,926

General Fund

Year 1 - \$1,001,986

Year 2 - \$707,610

Year 3 - \$338,857

These costs include estimates for salary increases, Medicare and for a relevant vacancy factor for a three-year period. These salary increases may also result in an increase in the City's contribution to the City's pension plan which may be felt partially in FY25 and fully in FY26.

This cost is not shown in the estimate.

The FY25 budget includes more than \$1,200,000 to offset the costs in the General Fund. If this contract is approved, the City will include the estimated costs in future budgets.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

12/8/2023

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Ted Kircharr, Human Resources Director

Amy Lovoy, Finance Director

Renay Pierre-Richardson, Assistant Human Resources Director

ATTACHMENTS:

1. Tentative Agreement

PRESENTATION: No

TENTATIVE AGREEMENT BETWEEN THE CITY OF PENSACOLA
AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 707

The City and Pensacola Professional Firefighters, International Association of Firefighters, Local 707 have tentatively agreed on December 5, 2023, as follows:

ARTICLE 10

Regarding Wages, Hours of Work and Overtime Pay:

- Article 10, Section 2, is amended to change the minimum pay for the positions identified therein as follows:

Professional Firefighter Minimum	\$43,000.00
Lieutenant Minimum	\$53,750.00
Fire Captain Minimum	\$64,500.00

- Article 10, Section 3, is amended to remove all references to merit pay; further, salary adjustments for bargaining unit members are amended as follows:

Effective October 1, 2023, each bargaining unit member will have their annual salary increased to the minimum of their current paygrade or receive a twelve (12) percent increase to his or her annual salary, whichever is greater. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2023.

Effective October 1, 2024, each bargaining unit member shall receive an additional seven (7) percent increase to his or her annual salary.

Effective October 1, 2025, each bargaining unit member shall receive an additional two (2) percent increase to his or her annual salary.

- Article 10, Section 6, is amended to insert at the end of the section: "A committee is established for the duration of this Agreement to evaluate rules and regulations regarding watch captains. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation."
- Regarding Article 10, Section 9, working out of class pay shall be applicable, in addition to the categories already listed in the collective bargaining agreement, to a vacancy that results from military leave as defined by USERRA.
- Regarding Article 10, Section 12, the entire section is stricken.

ARTICLE 14

Regarding Work Rules:

- Section 1 is amended to add the following sentence: "It is understood and agreed that members of the bargaining unit may be required to change shifts from time to time; best efforts will be made to provide thirty (30) days' advance notice to bargaining unit members of such changes, although meeting public safety needs as determined solely in the discretion of management may not permit such notice."
- Section 2 is amended to add at the end of that paragraph the following: "A committee is established for the duration of this Agreement to discuss the Rules, Regulations and Procedures of the Pensacola Fire Department. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation."

ARTICLE 16

Regarding health insurance, a new section 5 of Article 16 shall be inserted to establish a committee for the duration of the Agreement to consider the impact and logistics of establishing a health savings account. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation.

ARTICLE 20

The uniform allowance shall be increased to \$450 each fiscal year.

ARTICLE 26

Regarding incentive pay, Section 8 is amended to increase the incentive to \$3,000.00 per year, retroactive to October 1, 2023, and to replace "Basic Life Support (BLS)" with "Emergency Medical Technician (EMT)".

ARTICLE 34

Regarding Article 34, Section 2, the holiday Juneteenth shall be added to the list of holidays eligible for holiday pay.

ARTICLE 37

Regarding pensions, in Section 2 of Article 37, regarding the City Drop Program, the language "BUT will NOT receive COLA on their DROP funds/pension while participating in the DROP," shall be stricken.

ARTICLE 42

The content of Article 42 was a provision with a sunset date of 10/1/23; accordingly, the content will be stricken in its entirety and the article retained as "reserved."

ARTICLE 49

Regarding open Article 49, there shall be inserted the following: "A committee to evaluate the circumstances that relate to light duty assignments and to discuss policies and procedures that apply to light duty is hereby established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation."

ARTICLE 51

Regarding tuition reimbursement:

- a new section 6 shall be inserted as follows: "A committee to evaluate the tuition reimbursement program is established for the duration of this Agreement. The IAFF Local 707 and PFD administration will jointly determine the composition of the committee. The committee will provide recommendations to the Fire Chief as to any suggested changes to current practice or policy. The Fire Chief will have sole discretion to accept or reject any proposed recommendation."

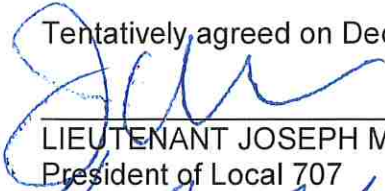
ARTICLE 53

The term of the agreement shall begin upon ratification and remain in effect until 11:59 p.m, October 1, 2026, or until a new contract is ratified, whichever is longer.

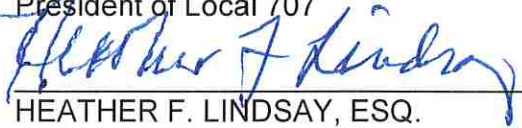
Further, it is acknowledged that the Fire Chief agrees to issue a Memorandum accepting "Firefighting Tactics & Strategies I" as an option for completion in place of "Cause and Origin," which will remain acceptable, for the upcoming promotional requirements to be considered for Captain.

[SIGNATURES ON FOLLOWING PAGE]

Tentatively agreed on December 5, 2023



LIEUTENANT JOSEPH MCCOMBS
President of Local 707



HEATHER F. LINDSAY, ESQ.
Negotiating Team Member for the City of Pensacola