



City of Pensacola

City Council

Agenda Conference

Agenda

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

March 9, 2026, 3:30 PM

Hagler-Mason Conference Room, 2nd Floor

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

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 26-188 AWARD OF BID NO. 26-010 - SOUTH BARRANCAS AVENUE BIORETENTION PROJECT

Recommendation: That City Council award Bid No. 26-010 for South Barrancas Avenue Bioretention Project to Roads, Inc. of NWF of Cantonment, Florida, the lowest and most responsible bidder with a base bid of \$328,050.00 plus a 10% contingency of \$32,805.00 for a total of \$360,855.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Project Limits Map

2. 26-249 MEMORANDUM OF UNDERSTANDING WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR INSTALLATION AND MAINTENANCE OF INFRARED MEASURING DEVICES AND RELATED SIGNAGE

Recommendation: That City Council approve the Memorandum of Agreement between the City of Pensacola and Florida Department of Transportation for installation and maintenance of infrared measuring devices and related signage. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *MEMORANDUM OF UNDERSTANDING
Component List
Sensor and Alert Configuration Concept 3*

3. 26-267 MEMORANDUM OF UNDERSTANDING FOR USE OF FIRE TRAINING FACILITY

Recommendation: That City Council approve a Memorandum of Understanding between the City of Pensacola and Escambia County for the use of the fire training facility located at Pensacola Fire Station 4. Further, the City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Memorandum of Understanding*

4. 26-281 APPROVAL OF 2025 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 HOME eligible activities. Further, that City Council authorizes 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: DC Reeves, Mayor

Attachments: *2025 HOME Interlocal Agreement*

5. 26-317 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

Recommendation: That City Council approve funding of \$1,000 to the Pensacola Humane Society from the City Council Discretionary Funds for District 2.

Sponsors: Charles Bare, Council Member

Attachments: *None*

6. 26-345 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of \$500 to the Pensacola Historic Preservation Society and \$500 to the Studer Community Institute from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council President

Attachments: None

7. 26-353 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of \$500 to the National Coalition of 100 Black Women Pensacola Chapter from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: None

REVIEW OF REGULAR AGENDA ITEMS

8. 26-251 PUBLIC HEARING - ESCAMBIA CHILDREN'S TRUST'S REQUEST FOR EXEMPTION UNDER SECTION 163.387 FLORIDA STATUTES

Recommendation: That City Council conduct a public hearing on March 12, 2026, regarding the Escambia Children's Trust's request for exemption under Section 163.387, Florida Statutes.

Sponsors: DC Reeves, Mayor

Attachments: *Interlocal Agreement*
ECT Exemption Request
ECT Supplemental Request for Exemption

9. 26-163 ESCAMBIA CHILDREN'S TRUST'S REQUEST FOR EXEMPTION UNDER SECTION 163.387, FLORIDA STATUTES

Recommendation: That City Council grant the Escambia Children's Trust's ("ECT") request for exemption under Section 163.387, Florida Statutes, subject and pursuant to the terms and conditions of the attached Interlocal Agreement. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the Interlocal Agreement consistent with the terms of the Interlocal Agreement and the Mayor's executive powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *ECT Exemption Request 7-23-25*
ECT Supplemental Request for Exemption
ECT Interlocal Agreement- Final

10. 26-212 RESOLUTION NO. 2026-8 - AUTHORIZING LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR HOLLICE T. WILLIAMS TRAIL CONSTRUCTION

Recommendation: That City Council adopt Resolution No. 2026-8.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF A MULTI-USE TRAIL IN HOLLICE T. WILLIAMS PARK; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2026-8*
 LAP Agreement
 Location Map

11. 26-245 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-9 - LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR HOLLICE T. WILLIAMS TRAIL CONSTRUCTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-9.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-9*
 Supplemental Budget Explanation No. 2026-9

12. 26-349 AMENDING CITY COUNCIL RULES AND PROCEDURES SECTION 2.04 - AGENDA CONFERENCE - GENERAL

Recommendation: That City Council amend Council Rules and Procedures Section 2.04 - Agenda Conference --General.

Sponsors: Charles Bare, Council Member

Attachments: *Council Rules and Procedures 3.12.26 (004) (2)*

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION**CITY COUNCIL COMMUNICATION****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 #: 26-188

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-010 - SOUTH BARRANCAS AVENUE BIORETENTION PROJECT

RECOMMENDATION:

That City Council award Bid No. 26-010 for South Barrancas Avenue Bioretention Project to Roads, Inc. of NWF of Cantonment, Florida, the lowest and most responsible bidder with a base bid of \$328,050.00 plus a 10% contingency of \$32,805.00 for a total of \$360,855.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities and Goal #4: Resilient Waterfronts and Neighborhoods.

This is the second phase of a stormwater quality project funded by FDEP's Green Stormwater Initiatives Program. The first phase expended \$99,575.00, which leaves \$400,425.00 for this second phase of the project.

The swales in this project collect stormwater runoff from the Barrancas Avenue right-of-way between "F" and "I" Streets, improving an area known for flooding during heavy rain. Five swales served by a total of nine new inlets will be constructed in the southern Barrancas Avenue right-of-way.

The water is collected from the curb by an inlet filtration system that filters rubbish and debris from the water, with the filter system being easily accessible by manhole for cleaning. The stormwater is then discharged into the swale, where it soaks through a filter medium to remove small pollutants and contaminants. The swale is lined with plants selected for their tolerance to heavy rainfall and contaminated runoff. The final product produces cleaner water and safer streets.

PRIOR ACTION:

11/18/2021 - City Council approved the Florida Department of Environmental Protection Green Stormwater Infrastructure Program Grant Agreement - Barrancas Avenue, E Street to L Street Stormwater Treatment Enhancement Project.

11/18/2021 - City Council adopted Supplemental Budget Resolution 2021-99 appropriating funding for the Barrancas Avenue, E Street to L Street, Stormwater Treatment Enhancement Project.

FUNDING:

Budget:	\$500,000.00	Green Stormwater Initiatives Grant Funds from the Florida Department of Environmental Protection
Actual:	\$328,050.00	Base Bid
	\$32,805.00	Plus 10% Contingency
	\$21,323.25	Engineering Allocation — Construction Inspection and Project Management
	\$6,889.05	Testing/Geotech
	\$99,575.00	Funds Expended on Phase 1 of the Green Stormwater Initiatives Grant Project
	\$488,642.30	TOTAL

FINANCIAL IMPACT:

Funding will come from the Green Stormwater Initiatives Grant Funds. To date, \$99,575 has been expended leaving an available balance of \$400,425 which is sufficient to complete the project.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation
2. Project Limits Map

PRESENTATION: No

TABULATION OF BIDS

BID NO: 26-010
TITLE: S. BARRANCAS AVENUE BIORETENTION PROJECT

Submittals Due:	ROADS, INC	GULF MARINE	C. W. ROBERTS	SITE & UTILITY,	UTILITY	CHIVERS
01/21/26, 2:30:00 PM	OF	CONSTRUCTION,	CONTRACTING,	LLC	SERVICES	CONSTRUCTION,
Department:	NWF	INC.	INC.		CO, INC.	INC.
Engineering	Cantonment, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL	Gulf Breeze, FL	Cantonment, FL

Base Bid	\$328,050.00	\$383,950.00	\$404,790.00	\$438,840.00	\$476,403.80	\$492,853.00
	N/A	SBE	N/A	N/A	N/A	N/A

DRAFT

TABULATION OF BIDS

BID NO: 26-010

TITLE: S. BARRANCAS AVENUE BIORETENTION PROJECT

Submittals Due:	ROADS, INC	GULF MARINE	C. W. ROBERTS	SITE & UTILITY,	UTILITY	CHAVERS
01/21/26, 2:30:00 PM	OF	CONSTRUCTION,	CONTRACTING,	LLC	SERVICES	CONSTRUCTION,
Department:	NWF	INC.	INC.		CO, INC.	INC.
Engineering	Cantonment, FL	Pensacola, FL	Pensacola, FL	Pensacola, FL	Gulf Breeze, FL	Cantonment, FL

Bid Bond	Insurance bond	Insurance bond	Insurance bond	Insurance bond	Insurance bond	Insurance bond
Proposal page(s)	Yes	Yes	Yes	Yes	Yes	Yes
Quantity Sheet	Yes	Yes	Yes	Yes	Yes	Yes
Anti-Coercion	Yes	Yes	Yes	Yes	Yes	Yes
Debarment 01	Yes	Yes	Yes	Yes	Yes	Yes
Debarment 02	Yes	Yes	Yes	Yes	Yes	Yes
Erosion	Yes	Yes	Yes	Yes	Yes	Yes
Drugfree	Yes	Yes	Yes	Yes	Yes	Yes
VBE	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a
MBE	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a
SBE	Yes - n/a	Yes	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a
DBE	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a	Yes - n/a
Bidders list	Yes	Yes	Yes	Yes	Yes	Yes
Require Docs form	Yes	Yes	Yes	Yes	Yes	Yes
A1	Yes	Yes	Yes	Yes	Yes	Yes
Department Requirements Included (Dept to verify qualifications)						
FL Licensed GC	Yes	?	Yes			?
or						
FL Licensed UUC	Yes	?		Yes	Yes	?

Barrancas Ave Bioretention Swale Project Limits

Legend

 Proposed Swale Locations





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-249

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

MEMORANDUM OF UNDERSTANDING WITH FLORIDA DEPARTMENT OF
TRANSPORTATION (FDOT) FOR INSTALLATION AND MAINTENANCE OF INFRARED
MEASURING DEVICES AND RELATED SIGNAGE

RECOMMENDATION:

That City Council approve the Memorandum of Agreement between the City of Pensacola and Florida Department of Transportation for installation and maintenance of infrared measuring devices and related signage. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this Memorandum of Agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities.

The City has plans to add certain traffic safety devices and improvements adjacent to the Graffiti Bridge. A schematic as well as a listing of these improvements are included in the attachments. These improvements, known as an Infrared Sensor System with CCTV Camera, are intended to mitigate vehicular contact with the Graffiti Bridge. FDOT is amenable to the City installing this system upon the City agreeing to own and maintain the system. More specifically, as this infrastructure is being installed in FDOT's right of way, the purpose of this Memorandum of Understanding ("MOU") is to document an understanding regarding the rights and responsibilities of the City.

PRIOR ACTION:

None

FUNDING:

None

FINANCIAL IMPACT:

Upon advertising this project for bid and identifying an apparent low bidder, this project will be brought before City Council for award. Any/all other financial impacts will be related to future repair, replacement, or maintenance of the infrared measuring devices and related signage

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. MEMORANDUM OF UNDERSTANDING
2. Component List
3. Sensor and Alert Configuration Concept 3

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND
THE CITY OF PENSACOLA RELATING TO INSTALLATION AND MAINTENANCE OF
INFRARED MEASURING DEVICES AND RELATED SIGNAGE

The purpose of this Memorandum of Understanding (“MOU”) is to document an understanding regarding the rights and responsibilities of the City of Pensacola (“City”) regarding the installation and maintenance of certain infrared measuring devices and related signage in certain right-of-way of US-98 owned by the Florida Department of Transportation (“FDOT”) located south of the railroad bridge commonly known as “Graffiti Bridge” in Pensacola, Florida (the “Right-of-Way”).

1. The City is in the process of adding certain traffic safety devices and improvements at and about the Right-of-Way in an effort to mitigate vehicular contact with the Graffiti Bridge (“Project”).
2. As part of that Project, the City has requested, and FDOT hereby grants, access to the Right-of-Way for the purposes of installing, operating, maintaining, repairing, replacing and upgrading infrared measuring devices and related signage in substantially the types and locations reflected in the attached Exhibit A. The details contained in Exhibit A may be altered by written agreement of the parties to this MOU.

[Separate signature page follows.]

**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
DC Reeves, Mayor

Date: _____

ATTEST:

By: _____
Ericka Burnett, City Clerk

Approved as to form and execution:

By: _____
Adam C. Cobb, City Attorney

Approved as to content:

By: _____
Amy Tootle, Director of Public Works

**FLORIDA DEPARTMENT
OF TRANSPORTATION**

By: _____

Print: _____

Date: _____

Exhibit A

[Documents attached]

Memorandum of Agreement Supplementary Documentation

City of Pensacola and FDOT

Developed by Chad Grabinski, P.E., McKim & Creed, on 2/2/2026

Item No.	Component	Description
A	Infrared Sensor System with CCTV Camera	
A ₁	Z-Pattern OHVDS (Master + Remote Sensors)	Infrared over-height detection system.
A ₂	Three-Axis Mounting Hardware	Adjustable mounts for sensor alignment.
A ₃	Pole Mounting Brackets	Vertical adjustment brackets for mounting sensors.
A ₄	Breakaway Pole Assemblies & Foundations	Poles & Foundations per FDOT Standard Specifications, Indexes, and Approved Products List.
A ₅	Universal System Controller and Controller Cabinet	Cabinet and Controller with Remote I/O & cellular modem per delegated design.
A ₆	CCTV Camera	Captures live video of detected vehicles and logs recorded video per delegated design.
A ₇	Control/Communications Components	Control/Communications components per delegated design.
A ₈	Interconnect Conduit/Bore including Pull Boxes at Each End	Conduit, wire & cables, pull boxes, and pull box lids.
A ₉	Solar Assembly(ies)	Solar power for sensor equipment per manufacturer recommendations/delegated design, and in accordance with FDOT Standard Specifications, Indexes, and Approved Products List.
B	Existing W12-2, Low Clearance (10'-0"), Sign Assembly with 2 Flashing Beacons	
B ₁	Existing W12-2, Low Clearance (10'-0"), Sign Assembly with 2 Flashing Beacons	Currently Maintained by FDOT
C1	LED Blank-Out Sign Assembly with 2 Flashing Beacons, "OVERHEIGHT WHEN FLASHING" Legend	
C1 ₁	Blank-Out Sign and Miscellaneous Related Hardware	48" (maximum) x 36" Blank-Out Sign per FDOT Standard Specifications, Indexes, and Approved Products List.
C1 ₂	Breakaway Pole and Foundation Assemblies	Poles for signs & solar hardware per FDOT Standard Specifications, Indexes, and Approved Products List.
C1 ₃	Flashing Beacons	Alternating Flashing Beacons per MUTCD & FDOT Standard Specifications, Indexes, and Approved Products List.
C1 ₄	Control/Communications Components	Control and Communications Components per FDOT Standard Specifications, Indexes, and Approved Products List.
C1 ₅	Solar Assembly - Delegated Design	Solar power for blank-out sign, flashing beacons, controller, and other required components.
C2	Blank-Out Sign Assembly with 2 Flashing Beacons	
C2 ₁	Blank-Out Sign and Miscellaneous Related Hardware	48" (maximum) x 36" Blank-Out Sign per FDOT Standard Specifications, Indexes, and Approved Products List.
C2 ₂	Breakaway Pole and Foundation Assemblies	Poles for signs & solar hardware per FDOT Standard Specifications, Indexes, and Approved Products List.
C2 ₃	Flashing Beacons	Alternating Flashing Beacons per MUTCD & FDOT Standard Specifications, Indexes, and Approved Products List.
C2 ₄	Control/Communications Components	Control and Communications Components per FDOT Standard Specifications, Indexes, and Approved Products List.
C2 ₅	Solar Assembly - Delegated Design	Solar power for blank-out sign, flashing beacons, controller, and other required components.
E	Custom W-series Sign Overheight Turn Right Warning Sign Assembly with Flashing LED Border	
E ₁	Custom W-series Sign	Legend: "Overheight Turn Right", Sign Color: Yellow, Legend/Border Color: Black
E ₂	Arrow Plaque Mounted Underneath the Custom W-series Sign	M6-1, Directional Arrow Auxiliary, Sign Color: Yellow, Legend/Border Color: Black
E ₃	Post Assemblies	Post Assembly per FDOT Standard Specifications, Indexes, and Approved Products List.
E ₄	LED Border	Flashing LED Border per MUTCD & FDOT Standard Specifications, Indexes, and Approved Products List.
E ₅	Control/Communications Components	Control and Communications Components per FDOT Standard Specifications, Indexes, and Approved Products List.
E ₆	Solar Assembly - Delegated Design	Solar power for blank-out sign, flashing beacons, controller, and other required components.

Note: This entire system is to be a delegated design by the Contractor per performance-based specifications and the plans. The list above contains anticipated core elements, and exact information is not yet determined.



KEYNOTE LEGEND:

- A** Infrared Sensor System with CCTV Camera
- B** Existing Low Clearance Sign with Flashing Beacons (1 Beacon to 2 Alternating Beacons)
- C1** Blank-Out Sign, Legend: "OVERHEIGHT VEHICLE DETECTED", 48"x36", Alternating Flashing Beacons Sensor Activated
- C2** Blank-Out Sign, Legend: "OVERHEIGHT VEHICLE DETECTED", 48"x36", Alternating Flashing Beacons Sensor Activated
- D** Existing Pedestrian Crosswalk
- E** Warning Sign, Legend: "OVERHEIGHT VEHICLE TURN RIGHT", with a Right Arrow Plaque Underneath and a Continuously Flashing LED Border
- F** Entrance to Boat Launch Parking Lot (Modified from Existing)
- G** Graffiti Bridge with Leading Edge and/or Underside Lit upon System Activation per Guidance in MUTCD 4S.03

* All electronic components to utilize solar power with battery backup.
* All control connectivity and power components to be provided via Contractor-delegated design.
* All Pedestrian Signs within the LBAWS footprint to be replaced with high-visibility yellow-green fluorescent signs with legends to match existing.

Speed: 35 mph

23.86 fps

Location	Distance* (ft.)	Time (sec.)	Cumulative Distance (ft.)	Cumulative Time (sec.)
A	0	0.00	0	0.00
B	170	7.12	170	7.12
C1	105	4.40	275	11.52
C2	50	2.10	325	13.62
D	160	6.70	435	18.23
E	45	1.89	480	20.11
F	95	3.98	575	24.10
G	141	5.91	716	30.00

* Distance from previous location.

* Distance from previous location.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-267

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

MEMORANDUM OF UNDERSTANDING FOR USE OF FIRE TRAINING FACILITY

RECOMMENDATION:

That City Council approve a Memorandum of Understanding between the City of Pensacola and Escambia County for the use of the fire training facility located at Pensacola Fire Station 4. Further, the City Council authorize the Mayor to take the actions necessary to execute and administer this memorandum of understanding, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will support City of Pensacola Strategic Plan Goals #2: Safe Streets for All Mobilities and #4: Resilient Waterfronts & Neighborhoods.

This agreement provides for Escambia County's use of the City of Pensacola's State-Certified Training Facility for the training of area first responders. The goal of this agreement is to educate and train first responders in multiple aspects of their respective disciplines, including live-fire exercises and rescue scenarios. These training exercises are essential for gaining valuable hands-on experience and for the continued development of firefighting skills.

PRIOR ACTION:

November 14, 2024, City Council approved the memorandum of understanding with Escambia County for use of the Fire Training Facility

FUNDING:

NA

FINANCIAL IMPACT:

NA

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator,
Ginny Cranor, Fire Chief,
Brock Jester, Deputy Fire Chief

ATTACHMENTS:

1. Memorandum of Understanding

PRESENTATION: No

1/23/26 CAR I-3

MEMORANDUM OF UNDERSTANDING
FOR USE OF FIRE TRAINING FACILITIES

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), with administrative offices located at 222 West Main Street, Pensacola, Florida 32502, and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (each at times referred to as "party" or collectively as "parties").

WITNESSETH:

WHEREAS, the City and the County are committed to providing a high level of emergency response services to their jurisdictional service areas in the City of Pensacola and the unincorporated areas of Escambia County, Florida; and

WHEREAS, the City and the County recognize that proper training and certifications for emergency fire response is a crucial component of each of the parties' functions and additionally serves to enhance their ability to work together in mutual aid incidents in providing first responder fire services; and

WHEREAS, the City owns property located at 1 North "Q" Street, Pensacola, Florida that is managed and utilized by the City of Pensacola Fire Department ("PFD") as an operational and certified "Approved Firefighter Recruit Training Facility" (hereinafter the "Facility"); and

WHEREAS, the City and the County are required to provide ongoing training curriculum to their firefighter personnel in order to comply with State of Florida firefighter training requirements as governed by the Bureau of Fire Standards and Training; and

WHEREAS, certain types of training will only be recognized and accepted for certification purposes by the State of Florida if conducted on the premises of an "Approved Firefighter Recruit Training Facility"; and

WHEREAS, the City and County desire to enter into this MOU to establish the terms whereby Escambia County Fire Rescue (hereinafter referred to as "ECFR") may utilize the Facility for firefighter training as further provided herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

1. Recitals. The recitals contained in the preamble of this MOU are declared to be true and correct and are hereby incorporated into this MOU.
2. Responsibilities of the Parties.

2.1 The City agrees to allow the County's ECFR to utilize the Facilities for firefighter training at no cost to the County as further described herein.

Verified By: 
Date: 1/27/2026

2.2 ECFR may request the use of the Facility by providing a written request (via electronic mail or U.S. Mail) to the PFD Training Chief, Deputy Chief, or Fire Chief no later than 30 days in advance of the requested date(s).

2.3 The PFD Training Chief, Deputy Chief, or Fire Chief shall timely provide a written response to ECFR either confirming or denying the request. If the Facility is available for use by ECFR, the PFD Training Chief, Deputy Chief, or Fire Chief shall reserve the requested date(s).

2.4 When utilizing the Facility for ECFR training, ECFR shall be responsible for: a) planning and implementation of ECFR training exercises; b) supervision and instruction of ECFR personnel; and c) set-up and clean-up of the Facility. ECFR shall also be responsible for equipment, supplies and consumable commodities utilized during ECFR training, including, but not limited to, propane, plywood, gas, hay bales, pallets, and any other materials, tools, equipment or items necessary for the training that are not considered to be fixed assets located at the Facility.

2.5 ECFR shall be solely responsible for communicating with outside certification agencies regarding any ECFR training that occurs at the Facility.

2.6 ECFR shall immediately report to the PFD Training Chief, Deputy Chief or Fire Chief any damage to the Facility that may occur as a result of ECFR training activities while utilizing the Facility, and ECFR shall be responsible for any necessary repairs.

3. Effective Date; Termination. This MOU shall take effect upon the date last executed by the parties hereto and continue in full force and effect for thirty-six (36) months unless earlier terminated as further provided herein. This MOU may be terminated by either party upon providing no less than 30 days' prior written notice to the other party.

4. Liability. The parties hereto, their respective elected officials, officers and employees shall not be deemed to assume any liability for the acts, omissions or negligence of the other party. The County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.

5. Entire Agreement; Modification. The terms set forth in this MOU constitute all the terms and conditions agreed upon by the parties hereto with respect to the matters covered herein. This MOU shall not be amended or modified except as may be mutually agreed to in a written document executed with the same formality and of equal dignity herewith.

6. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this MOU shall be in the County of Escambia.

7. Public Records. The parties acknowledge that this MOU and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this MOU.

8. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by either Party without prior written consent.

9. Headings. Headings and subtitles used throughout this MOU are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10. Survival. All provisions, which by their inherent character, sense, and context are intended to survive termination or expiration of this MOU, shall survive the termination or expiration of this MOU.

11. Interpretation. For purposes of this MOU, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This MOU shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

12. Severability. The invalidity or non-enforceability of any portion or provision of this MOU shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this MOU and the balance hereof shall be construed and enforced as if this MOU did not contain such invalid or unenforceable portion or provision.

13. Notices. All notices required by the Agreement to be given by one Party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

COUNTY:
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

CITY:
City Administrator
222 West Main Street
Pensacola, FL 32502

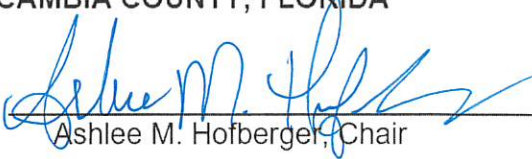
Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this section.

14. No Waiver. The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this MOU.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA

By: 
Ashlee M. Hofberger, Chair

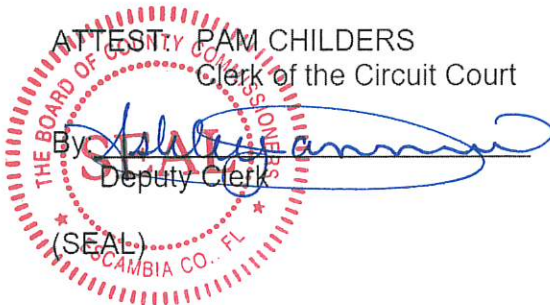
Date: 1/23/2026

BCC Approved: 1/23/2026

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 01-05-2026



CITY OF PENSACOLA,
a Florida Municipal Corporation

ATTEST:

By: _____
D.C. Reeves, Mayor

By: _____
City Clerk

Date: _____

Approved as to form and execution:

By: _____
City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-281

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPROVAL OF 2025 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 HOME eligible activities. Further, that City Council authorizes 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:

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

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 2025 HOME Interlocal Agreement, the City has been allocated \$172,892 to support owner-occupied rehabilitation

activities within the City of Pensacola as well as \$25,933.80 in administrative and operating funds.

The City 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 approval authority with regard to expenditure of HOME activity and administrative funds. Both jurisdictions cooperatively develop program policies, procedures, and actions required to implement the program.

PRIOR ACTION:

February 13, 2024 - City Council approved the 2024 HOME Interlocal Agreement with Escambia County

FUNDING:

\$172,892

FINANCIAL IMPACT:

The City's 2025 HOME allocation for City of Pensacola HOME projects is \$172,892 (\$146,958.20 for direct homeowner assistance and \$25,933.80 in administrative funds).

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

2/11/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. 2025 HOME Interlocal Agreement

PRESENTATION: No

**INTERLOCAL AGREEMENT
FOR HOME INVESTMENT PARTNERSHIPS PROGRAM
(2025 Escambia Consortium HOME Grant M-25-DC-12-0225)**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF ESCAMBIA**, 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 Substantial Rehabilitation/Reconstruction services 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).

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 HOME Substantial Rehabilitation/Reconstruction activities in the City of Pensacola ("HOME Activities"), as provided for in the **2025 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 2025 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 **2025** HOME Program funding available to provide HOME Activities in the City of Pensacola shall be \$172,892. **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 HOME Activities Payment Processing:

Escambia County, through coordination with NED, shall issue HOME Program funds from the Escambia Consortium HOME Trust Fund (Fund 147) for City of 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 City of Pensacola HOME Activities. 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 City of Pensacola HOME Activities, client eligibility, and all related payments; and further, the City of Pensacola shall be responsible for the repayment of any disallowed costs related to the City of Pensacola 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 **\$43,223.00** in non-federal funds. The City of Pensacola's local match may be provided through the City of Pensacola State Housing Initiatives Partnership (SHIP) Program. Said matching funds shall be expended by the City of Pensacola to provide 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. 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 the City of Pensacola through consultation with Escambia County. 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 affordable housing activities within the City of Pensacola, Florida.

d) HOME Administrative and Project Delivery Cost Payments:

In addition, the City of Pensacola shall be entitled to payment for HOME Program related administrative services and project delivery costs to support the City of Pensacola HOME Activities in an amount not to exceed **\$25,933.80**, payable solely from funds currently available under the **2025 Escambia Consortium HOME Grant M-25-DC-12-0225**. HOME

administrative and project delivery cost payments 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 funds. Project delivery costs may include, subject to HUD approval and applicable guidance, eligible costs associated with HOME Activities, including processing applications for HOME assistance (including income calculation and documentation), third-party communications, completion of project-specific environmental reviews, and preparation of closing and closeout documents. Specific eligible tasks, cost limits, and reimbursement parameters will be determined by HUD and must be paid from program funds allocated to the entity for that purpose.

e) HOME Funding Limitations:

All funding addressed in this Agreement is available solely from the **2025 Escambia Consortium HOME Grant M-25-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 and project delivery costs 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 on the next available eligible City of Pensacola project. 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 projects. The City of Pensacola shall be responsible for ensuring documentation of proper expenditures to justify such administrative funds.

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 Program assistance 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: [\(850\) 435-1625](tel:(850)435-1625)

Betsy McDonald, Director
Pensacola Housing Department
City of Pensacola
P.O. Box 12910
Pensacola, FL 32501-0031
Phone: (850) 858-0311

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, 2025**, and continue for a term of one (1) year from said date or until all of the subject **2025 HOME** Program funds are fully expended and **2025 Escambia Consortium HOME Grant M-25-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 **2025 HOME** Program funds by **September 30, 2032**. If the City of Pensacola cannot expend its HOME funds by this date, the City of Pensacola will provide Escambia County with written notice on or before October 1, 2029, 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, BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk
[SEAL]

By: _____
Ashley M. Hofberger, Chair

BCC Approved: _____

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 02-18-2026

**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: _____

EXHIBIT I
ESCAMBIA CONSORTIUM
2025-2026 HOME INVESTMENT PARTNERSHIPS ACT (HOME)
PROPOSED BUDGET AND ACTIVITIES FOR MEMBER JURISDICTIONS

ESCAMBIA COUNTY:

SUBSTANTIAL REHABILITATION/RECONSTRUCTION **\$24,000**

Provide activity costs for low/moderate income families through Deferred Payment Loans, for the substantial rehabilitation or reconstruction substandard homeowner occupied housing units. Funding may also be used to provide temporary relocation assistance while the unit is being rehabilitated.

RENTAL DEVELOPMENT **\$561,271**

Funding will provide support for the development and/or rehabilitation of affordable rental housing that serves low-and moderate-income households. Projects may include new construction, acquisition with rehabilitation, or substantial rehabilitation of existing rental units.

CITY OF PENSACOLA:

SUBSTANTIAL REHABILITATION/RECONSTRUCTION **\$172,892**

Funding will provide assistance for low/moderate income families through Deferred Payment Loans, for the substantial rehabilitation or reconstruction of approximately 1-2 severely substandard homeowner occupied housing units. (City of Pensacola)

SANTA ROSA COUNTY:

HOMEBUYER ASSISTANCE **\$226,396**

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 6-9 families.

JOINT HOME ACTIVITIES (CONSORTIUM-WIDE):

HOUSING DEVELOPMENT (CHDO SET-ASIDE) **\$196,913**

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 **\$131,274**

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

2025 HOME Funds Available to the Consortium **\$ 1,312,747**
(HUD Required 25% Local match provided through SHIP funds and carry forward match balance)

TOTAL 2025 CONSORTIUM HOME PROPOSED BUDGET **\$1,312,747**

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 to 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-25-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, Appendix A

**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 #: 26-317

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER CHARLES BARE - DISTRICT 2

RECOMMENDATION:

That City Council approve funding of \$1,000 to the Pensacola Humane Society from the City Council Discretionary Funds for District 2.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with the Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Pensacola Humane Society has been serving the Pensacola, Florida community for over 50 years. As a no-kill shelter, their mission is to improve the lives of companion animals through advocacy, adoption, education and sanctuary. They offer a range of services, including adoption, animal surrender, behavioral training, food assistance, re-homing and volunteer opportunities. On March 21, 2026, they will host their 6th Annual Fur Ball fundraising event benefiting the Pensacola Humane Society. Funds will be used to offset costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget: \$20,327 District 2 Discretionary Fund Account

Actual: \$1,000 Pensacola Humane Society

FINANCIAL IMPACT:

A balance of \$20,327 is currently within the District 2 Discretionary Fund Account. Upon approval by City Council, a balance of \$19,327 will remain in the District 2 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: 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 #: 26-345

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of \$500 to the Pensacola Historic Preservation Society and \$500 to the Studer Community Institute from the City Council Discretionary Funds for District 6.

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.

The Pensacola Historic Preservation Society owns and maintains the Quina House, one of the oldest structures in the City. Faced with the threat of demolition, the house was purchased by the Pensacola Historic Preservation Society in 1966. After being repaired and refurbished, the house was filled with furniture and artifacts from the Federal period through the late Victorian period and converted into a museum. Currently, the house is in need of structural repairs to the front porch and a fundraiser to provide the funding for these repairs is currently underway. Funds will be used towards the structural repairs.

The core mission of the Studer Community Institute is to improve the quality of life for all people in our diverse communities, creating a vibrant place to live, work and play. One of their initiatives is their Building Brains Program which focuses on giving every child the opportunity to be the best they can be, and moving the needle on kindergarten readiness. Their signature fundraiser for early brain development initiatives, Light Up Learning, will be held on May 13, 2026, at the Blue Wahoos Stadium. Funds will be used to offset costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 18,300 District 6 Discretionary Funds Balance

Actual: \$ 500 Pensacola Historic Preservation Society
 500 Studer Community Institute
 \$ 1,000

FINANCIAL IMPACT:

A balance of \$18,300 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of \$17,300 will remain in the District 6 Discretionary Fund Account.

LEGAL REVIEW ONLY BY CITY ATTORNEY: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-353

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE
BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of \$500 to the National Coalition of 100 Black Women Pensacola Chapter from the City Council Discretionary Funds for District 5.

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.

The National Coalition of 100 Black Women Pensacola Chapter is a non-profit organization that advocates on behalf of black women and girls. Since 1970, through advocacy, they work as change agents to influence policy that promotes leadership, development and gender equity in the areas of health, education and economic empowerment. On March 28, 2026, they will host their 2026 Women of Excellence Awards Ceremony & Gala which will celebrate excellence while creating positive change. Funds will be used to offset the costs associated with this event.

PRIOR ACTION:

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

FUNDING:

Budget: \$ 11,707 District 5 Discretionary Funds Balance

Actual: \$ 500 National Coalition of 100 Black Women Pensacola Chapter

FINANCIAL IMPACT:

A balance of \$11,707 is currently available within the District 5 Discretionary Fund Account.
Upon approval by City Council, a balance of \$11,207 will remain in the District 5 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: 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 #: 26-251

Agenda Conference

3/9/2026

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING - ESCAMBIA CHILDREN'S TRUST'S REQUEST FOR EXEMPTION
UNDER SECTION 163.387 FLORIDA STATUTES

RECOMMENDATION:

That City Council conduct a public hearing on March 12, 2026, regarding the Escambia Children's Trust's request for exemption under Section 163.387, Florida Statutes.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #3: Support for Youth Experiences.

ECT was created and established as a taxing authority in 2020. Section 163.387, Florida Statutes, requires ECT as a taxing authority to annually deliver tax increment revenue, as detailed in said Statute, to the Community Redevelopment Agency of the City of Pensacola's Redevelopment Trust Funds. Since its inception, no such payment has been made.

On July 23, 2025, and pursuant to Section 163.387, Florida Statutes, ECT submitted a request for exemption from delivering tax increment revenues for tax years 2021-2024. On November 26, 2025, ECT submitted its supplemental request for exemption.

Section 163.387(2)(d), Florida Statutes requires that:

1. In deciding whether to deny or grant ECT's request for exemption, City Council must consider the following:

- Any additional revenue sources of the community redevelopment agency that could be used in lieu of the special district's tax increment.
- The fiscal and operational impact on the community redevelopment agency.
- The fiscal and operational impact on the special district.
- The benefit to the specific purpose for which the special district was created. The

benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.

- The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to repayment of the bonds.
 - The benefit of the activities of the special district to the approved community redevelopment plan.
 - The benefit of the activities of the special district to the area of operations of the local governing body that created the community redevelopment agency.
2. City Council must hold a duly noticed public hearing on ECT's request for exemption.
 3. If City Council decides to grant ECT's request for exemption, the City and ECT must enter into an interlocal agreement, establishing the conditions of the exemption.
 4. If City Council decides to deny the ECT's request for exemption, it shall provide to ECT a written analysis specifying the rationale for such denial. The analysis must include, but is not limited to the following:
 - A separate, detailed examination of each consideration listed in #1 above.
 - Specific examples of how the approved community redevelopment plan will benefit, and has already benefited, the purpose for which the special district was created.

If the exemption for tax years 2021-2025 is approved, the attached Interlocal Agreement documents the terms and conditions for that approval.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Under Section 163.387, Florida Statutes, ECT owes \$3,128,309.60 to the CRA's Redevelopment Trust Funds as of January 1, 2026, which amount includes statutory interest and late fees. The Interlocal Agreement would waive interest and late fees and further reduce the remaining outstanding amount by \$500,000, resulting in a payment from ECT to the City of \$1,889,013. Under the terms of the Interlocal Agreement, those funds would be used solely for Children's Services, as defined in the Interlocal Agreement.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator

Clifford Collins Jr., Associate City Administrator for Strategic Initiatives

Theresa Cserep, Education and Youth Programs Officer

Adam Cobb, City Attorney

ATTACHMENTS:

1. Interlocal Agreement
2. ECT Exemption Request
3. ECT Supplemental Request for Exemption

PRESENTATION: No

**INTERLOCAL AGREEMENT BETWEEN
ESCAMBIA CHILDREN’S TRUST AND THE CITY OF PENSACOLA, FLORIDA
RELATING TO TAX INCREMENT FINANCING REVENUES
PURSUANT TO 163.387, FLORIDA STATUTES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between the **ESCAMBIA CHILDREN’S TRUST**, an independent special district of Escambia County, Florida, created pursuant to Section 125.901, Florida Statutes, hereinafter referred to as the “**Trust**,” and the **CITY OF PENSACOLA**, a Florida municipal corporation, hereinafter referred to as the “**City**.”

RECITALS:

WHEREAS, the Trust was established in 2020 to provide dedicated funding specifically for investing in the well-being of children within Escambia County, Florida;

WHEREAS, pursuant to Section 163.387, Florida Statutes, the Trust is, and since its inception has been, required to make annual TIF Contributions (defined below) to the Community Redevelopment Agency of the City of Pensacola’s (“**CRA**”) Redevelopment Trust Funds;

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969), enables local governmental entities to efficiently exercise their respective powers through mutual cooperation, ensuring optimal service delivery and resource utilization tailored to the unique geographic, economic, and demographic needs of their communities; and

WHEREAS, pursuant to Section 163.387, Florida Statutes, the City is authorized to exempt the Trust from making TIF Contributions by entering into an interlocal agreement; and

WHEREAS, the Trust submitted a written application to the City on or about July 23, 2025, and supplemented on November 26, 2025 (collectively, the “**Application**”), requesting, among other things, that the City (a) exempt the Trust from making TIF Contributions to the CRA Redevelopment Trust Funds for certain tax years; and (b) waive penalties and interest due in relation to such TIF Contributions, as permitted under Section 163.387(2)(a), Florida Statutes; and

WHEREAS, the City has reviewed the Application, considered the factors required under Section 163.387(2)(d)(2), Florida Statutes, and conducted a duly noticed public hearing regarding the Application on _____, as required under Section 163.387(2)(d)(3), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **RECITALS.** The forgoing recitals are true and correct and made a part hereof by this reference.

2. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the City will grant an exemption to the Trust pursuant to Section 163.387(2)(d), Florida Statutes. Specifically, and subject to the terms and conditions of this Agreement, the City shall grant a retroactive exemption for tax years 2021-2025.

3. **EFFECTIVE DATE.** This Agreement, after being properly executed by the parties hereto, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for filing this document upon receipt of the executed Agreement from the Trust.

4. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement. No other agreements regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

5. **DEFINITIONS.** For the purpose of this Agreement, the following terms shall be defined follows:

Interlocal Agreement Payment: Payment made by the Trust to the City under the terms of this Agreement.

Tax Increment Financing (TIF) Contribution(s): Payments derived from the incremental increase in property tax revenues within a designated redevelopment area, as outlined in Section 163.387, Florida Statutes.

6. **THE CITY'S OBLIGATIONS**

- a. Subject to the terms and conditions of this Agreement and pursuant to Section 163.387(2)(d)(1), Florida Statutes, the City hereby grants an exemption to the Trust from its obligation to make TIF Contributions to the CRA Redevelopment Trust Funds for tax years 2021- 2025.
- b. Subject to the terms and conditions of this Agreement, the City hereby waives all penalties and interest due in relation to TIF Contributions for tax years 2021-2025.
- c. The City shall utilize the Interlocal Agreement Payment received pursuant to this Agreement in furtherance of educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children within the City of Pensacola through provision of direct services, funding and/or cooperative agreements (“**Children’s Services**”). Such Children’s Services include, but are not limited to, the following:
 1. To provide and maintain in the City such educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children, including supplies and equipment related to the provision of such services, as the City determines are needed, including, without limitation, those related to provision of childcare and early childhood development.

2. To provide such other programs for children as the City determines are needed.
 3. To allocate and provide funds for other agencies in the City of Pensacola which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system, for the purpose of providing services for children, including infrastructure improvements related to the provision of such services.
 4. To collect information and statistical data and to conduct research which will be helpful to the Trust and the City in deciding the needs of children in the City of Pensacola.
 5. To consult and coordinate with other agencies dedicated to the welfare of children with the goal of preventing unnecessary duplication of services.
 6. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.
- d. The City shall provide the Trust quarterly reports detailing the expenditure of the Interlocal Agreement Payment during the preceding quarter and continue until such funds are exhausted, such reports to include reasonable and mutually agreed upon participant data and outcomes.

7. **TRUST'S OBLIGATIONS.** The Trust shall deliver an Interlocal Agreement Payment to the City in the amount of \$1,889,013 on or before March 31, 2026. Such Interlocal Agreement Payment represents the amount of (a) the TIF Contributions the Trust would have otherwise been obliged to pay for tax years 2021-2025, not including interest and penalties, to the CRA Redevelopment Trust Funds if the Trust had not been granted this exemption, less (b) \$500,000.

8. **GENERAL PROVISIONS**

- a. **Compliance with Laws.** Both parties shall comply with all applicable federal, state, and local laws in the implementation of this Agreement.
- b. **No Third-Party Beneficiaries.** This Agreement is solely between the Trust and the City and does not create any rights or benefits for third parties.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- d. **Venue.** Any litigation commenced relating to this Agreement shall be in Escambia County, Florida.
- e. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- f. **Notices** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (1) when delivered by personal delivery, or (2) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to the Trust, address to the Executive Director of the ESCAMBIA CHILDREN'S TRUST, 1000 College Blvd., building 26, Second Floor, Pensacola, Florida, 32504.

If to the City, address to the City Administrator, CITY OF PENSACOLA, 222 W. Main Street, Pensacola, Florida 32502.

- g. **Amendments.** This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed by both parties.
- h. **Waiver.** No express or implied consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder, shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.
- i. **Preparation.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- j. **Sovereign Immunity.** This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the City or the Trust under the laws or Constitution of the State of Florida. This Agreement shall not be construed as granting or extending the sovereign immunity to which either party may be entitled to any other third-party.
- k. **Grant Agreement.** City and Trust are parties to that certain cost-reimbursement Agreement for the term commencing on March 1, 2025, and extending through May 31, 2026 (the "**Grant Agreement**"). For avoidance of doubt, the Grant Agreement is and remains in full force and effect according to its terms and nothing in this Agreement serves to amend, modify or impair the parties' rights and obligations under the Grant Agreement. Nothing in this Agreement shall prohibit, impair or otherwise modify the City's ability to apply for and/or receive future grant funding from the Trust in accordance with applicable law.
- l. **TIF Contributions for Future Tax Years.** Nothing in this Agreement shall prohibit, impair, or otherwise modify the Trust's ability to seek an exemption from the City for TIF Contributions for future tax years in accordance with Section 163.387(2)(d), Florida Statutes, or the City's discretion to grant or deny any such exemption request pursuant to that same section or other applicable law.

- m. **Records.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by either party hereto will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The parties shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to such party.

[A separate signature page follows.]

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

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
DC Reeves, Mayor

Date: _____

ATTEST:

Ericka Burnett, City Clerk

Approved as to substance:

Theresa Cserep, Education and Youth Programs Officer

Approved as to form:

Adam C. Cobb, City Attorney

ESCAMBIA CHILDREN’S TRUST

Dr. Rex Northup, M.D., Chair

Date: _____

Approved for legal sufficiency:

Attorney for the Trust

Interlocal Agreement – signature page



Phone
(850) 475-4982



Address
1000 College Blvd
Bldg. 26, Suite #2686
Pensacola, FL 32504

Board of Directors

Gubernatorial Appointees

Stephanie White, Esq.
Vice Chair
Attorney, Law Offices of
Berkowitz & White

Tori Woods
Treasurer
Marketing and Outreach
Specialist, Centene

Dr. Rex Northup
Chair
Pediatrician, Retired

Vacant

Vacant

Positional Members

Honorable Thomas Williams
Circuit Judge, First Judicial
Circuit Court

David Williams
Escambia County School Board

Lumon May
Commissioner, Escambia County
Board of County Commissioners

Tina Cain
Director of Child Protection
Department of Children &
Families

Keith Leonard
Superintendent, Escambia County
School District



ESCAMBIA
CHILDREN'S TRUST
Our Children. Our Community. Our Future.

July 23, 2025

Via email: dcreeves@cityofpensacola.com

Honorable Mayor D.C. Reeves
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

RE: Escambia Children's Trust Request for Exemption Pursuant to Sec.
163.387(2)(d), Florida Statutes

Dear Mayor Reeves,

On June 13, 2025, the Escambia Children's Trust (the "Trust") was notified by the Office of the City Attorney that the City of Pensacola (the "City") is seeking \$2,448,905.58 for payment of 2021 - 2024 tax increment revenues pursuant to Sec. 163.387(2)(a), Florida Statutes, along with late fees and interest through July 31, 2025. City policy and Sec. 163.387(2)(d), Florida Statutes provides that a special district may submit a written request to be exempted pursuant to a local government's established procedures.

The Trust respectfully requests an exemption from the payment of tax increment revenues for the 2021 - 2024 tax years, to include a waiver of all late fees and interest. In lieu of this payment and as part of the statutory exemption process, the Trust proposes entering into an interlocal agreement with the City. This approach aligns with the Trust's mission to support programs that enhance the well-being of children and youth in the City of Pensacola while ensuring that funds are allocated efficiently and effectively to benefit the community. We believe this partnership will maximize the impact of these resources and look forward to collaborating with the City on this initiative.

Exemption Request

Pursuant to Sec. 163.387(2)(d)(2) and the City's "Procedures of Application for Exemption from Redevelopment Trust Funds," the City must consider the following to determine whether or not to grant an exemption. In response to each of the required criteria, the Trust would respectfully submit the following:

a) The legal name of the special district requesting the exemption –

Escambia Children's Trust

b) The fiscal and operational impact on the special district –

The Trust currently has limited unobligated funding to address critical needs throughout the entirety of the County not only within the City of Pensacola. The Trust respectfully requests the City to consider the investment the Trust has made to the City of Pensacola Parks and Recreation Department which is

currently funded for \$655,288.00 with a cumulative three-year commitment in the amount of \$1,765,564.00 in considering the request for exemption for expired year increment requests. In response to assurances from the City that the issue of the CRA TIF payment could be amicably resolved, the Trust has earmarked \$560,000 to address the CRA TIF obligations for the current year. Requiring payment of the amount demanded by the City would be detrimental to the ongoing operations of the Trust.

c) The benefit to the specific purpose for which the special district was created –

Granting the exemption will benefit the specific purpose for which the Trust was created by directing the CRA TIF funds to children’s services.

d) The benefit of the activities of the special district to the area of operation of the City –

Granting the exemption will allow for ongoing children’s programming within the City limits as outlined in **Exhibit A** and further described herein.

e) Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district’s tax increment –

The City has adequate revenue sources of the CRA which can be used in lieu of the special district’s tax increment.

A copy of the City’s CRA 2021 - 2024 Annual Reports and the City’s CRA FY 2026 Budget Presentation are attached as **Composite Exhibit B**.

The fiscal and operational impact on the community redevelopment agency –

The City’s CRA successfully operated before the establishment of the Trust, and tax increment contributions were not a point of discussion during the Trust’s first four years. Granting an exemption would have little financial or operational impact on the CRA while allowing these funds to be used as intended by voters—to support programs that benefit children.

f) The fiscal and operational impact on the special district –

The impact on the Trust would be significant, resulting in fewer funds being available for community services and a reduction in the annual budget allocated to programs benefiting children. This would limit the Trust’s ability to effectively support its mission and provide essential services to the broader community.

g) The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area –

The Trust was established to fund children's services, aligning with its core mission. The approved community redevelopment plans for the designated redevelopment areas do not include specific projects dedicated to providing children's services as envisioned by the purpose of the special district.

- h) **The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds –**

There will be no impact by the exemption on any incurred debt or outstanding bonds.

- i) **The benefit of the activities of the special district to the approved community redevelopment plan –**

The Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. This includes the following:

Chain Reaction Pensacola's Promise Inc.

Chain Reaction After School Program

RFP#2022-03 / Out of School Time

\$239,655.00

Children's Home Society

SAIL Afterschool

RFP#2022-03

\$368,956.00

City of Pensacola Parks and Recreation Department

PPRD Free After-School

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\$655,288.00

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\$560,582.00

Covenant Hospice Foundation Inc

Camp Monarch Grief Camp

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\$612,500.00

Early Learning Coalition of Escambia County

School Readiness Matching Grant

Matching Grant

\$238,875.00

James B Washington Education and Sports Inc

JBWES

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Lamplighter Academic and Mentoring Program

Project Ignite

RFP#2022-03 / Out of School Time

\$240,534.00

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Increased Representation of Dependent Children & Kids with Educational Issues

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\$792,744.00

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RFP#2022-03 / Mental Health Supports

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YREADS

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\$1,216,004.00

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Healthy Schools Escambia

ITB#2024-01

\$900,000.00

Readykids

RFP#2025-01 CARE Microgrant

\$50,000.00

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Enhanced Prenatal Home Visits
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Flight Academy
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\$40,623.00

James B Washington Education and Sports Inc

STEAM Future Leaders of NWFL
RFP#2025-01 CARE Microgrant
\$50,000

Not included in this total are the Social Service Navigators and the National Flight Academy (Workman Middle) which are county-wide and benefit the City of Pensacola.

j) The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency –

As described herein, the Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00.

General Legality of the County's Request:

Article VII, Section 9(a), Florida Constitution, allows the legislature to authorize special districts, among other taxing entities, to levy ad valorem and other taxes “for their respective purposes.” (e.s.) Florida law has long established that a special taxing district may not be created with general taxing authority, and may be empowered to levy only those taxes bearing a substantial relation to the special purpose of the taxing district.¹ The First District Court has held that a special

¹ Okaloosa County Water and Sewer Dist. v. Hilburn, 160 So.2d 43, 45 (Fla.1964): “We have many times held that taxes raised for the purpose of one governmental unit may not be employed to accomplish the performance of the functions of another....”

Consolidated Land Co. v. Tyler, 101 So. 280, 281 (Fla.1924): “(I)t is within the law-making power of the Legislature ... to impose particular taxes upon property within the district ... when the formation of the district has at least some special or peculiar relation to benefits or advantages to accrue....”

taxing district is prohibited by Article VII, Section 9(a), Florida Constitution, from making tax appropriation to a redevelopment trust fund which is shown not to have any relation to the special purpose of the special taxing district. State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., 408 So. 2d 1067 (Fla. Dist. Ct. App. 1982).

In the present case, the City's redevelopment plans do not contain any specific program or projects related to the funding of children's services. The plans show no relation to the Trust's purposes or concerns. The proposed use by the City to fund CRA projects is a general purpose for the public at large and does not support the specific purpose of the special taxing district. As in State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., the primacy of the constitutional restraints in article VII, section 9(a), *supra*, prevent enforcement of the literal terms of s 163.387(2) against the Trust.

Based on the above, the Trust would respectfully request a hearing on its request for an exemption prior to any City action regarding collection for the current or preceding tax years. Further, the Trust requests an extension of the deadline of July 31, 2025 for payment until such time as a determination on the exemption request is made.

Sincerely,

Lindsey B. Cannon

Lindsey B. Cannon
Executive Director

CC:

Adam C. Cobb, City Attorney, acobb@cityofpensacola.com

Jared Moore, City Council President, District 4, jmoore@cityofpensacola.com

Alison Patton, City Council Vice President, District 6, apatton@cityofpensacola.com

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Delarian Wiggins, City Council Member, District 7, dwiggins@cityofpensacola.com

Enclosures

Amos v. Mathews, 126 So. 308, 322 (Fla.1930): “ ‘A particular district or locality cannot lawfully be taxed for the cost of an undertaking which results only in a general public benefit.’ But a single project in some instances may constitute a dual purpose, and therefore may justify a levy of taxes appropriate to the purpose....”

See also, State ex rel. Milton v. Dickenson, 33 So. 514 (Fla.1902); cf., Crowder v. Phillips, 1 So.2d 629 (Fla.1941).



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Department of Children &
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Keith Leonard
Superintendent, Escambia County
School District



ESCAMBIA
CHILDREN'S TRUST
Our Children. Our Community. Our Future.

November 26, 2025

Via email: dcreeves@cityofpensacola.com

Honorable Mayor D.C. Reeves
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

RE: Escambia Children's Trust Supplemental Request for Exemption
Pursuant to Sec. 163.387(2)(d), Florida Statutes

Dear Mayor Reeves,

On June 13, 2025, the Escambia Children's Trust (the "Trust") was notified by the Office of the City Attorney that the City of Pensacola (the "City") is seeking \$2,448,905.58 for payment of 2021 - 2024 tax increment revenues pursuant to Sec. 163.387(2)(a), Florida Statutes, along with late fees and interest through July 31, 2025. Thereafter, on July 23, 2025, and pursuant to City policy and Sec. 163.387(2)(d), Florida Statutes, the Trust respectfully requested an exemption from the payment of tax increment revenues for the 2021 - 2024 tax years, to include a waiver of all late fees and interest.

In lieu of this payment, the Trust proposed entering into an interlocal agreement with the City. While the Trust remains willing to enter into such an agreement, the Trust submits this Supplemental Request for Exemption Pursuant to Sec. 163.387(2)(d) to clarify both its position on its obligation to make tax increment payments to the City for tax years 2021-2024 and the specifics of its exemption for the same. Moreover, the Trust also requests placement of this exemption request decision on the agenda for the City Council's December 11, 2025, Regular Meeting.

Lastly, during discussions with the parties' counsel regarding the proposed interlocal agreement, the City notified the Trust, via email, of its obligation to pay the tax increment payment for the 2025 tax year, an estimated \$567,000, by January 1, 2026. To that end, the Trust now seeks to include a request for formal demand by the City for the 2025 tax increment revenue payments, including an itemized invoice detailing the amount owed per CRA.

Exemption Request and Other Specific Considerations:

a. Complete Exemption from the Obligation to Appropriate Tax Increment Revenues

The Trust currently has limited unobligated funding to address critical needs of our children throughout the entirety of the County, not only within the City

of Pensacola. Similar to the complete exemption from the obligation to annually appropriate tax increment revenues to the City's redevelopment trust fund that was granted to the Downtown Improvement Board, the Trust believes that such a complete exemption would better position the Trust to carry out its specific mission of improving the lives of our children. In support of said total exemption, the Trust submits the information contained in (a) – (h) below.

b. Exemption from the Payment of Tax Increment Revenues for the Purposes of the Community Redevelopment Plans

Alternatively, should the City decide not to grant a complete exemption from the obligation to annually appropriate tax increment revenues, the Trust requests that the City grant it an exemption from contributing to the general purposes of the community redevelopment plans and instead enter into an interlocal agreement that would direct the expenditure of the Trust's payments towards programs that enhance the well-being of children and youth in the City of Pensacola.

In doing so, the Trust respectfully requests the City to consider the direct investment the Trust has made to the City of Pensacola Parks and Recreation Department. Specifically, the Trust has currently obligated itself to fund the City's Parks and Recreation Department in the amount of \$655,288.00 for March 1, 2025 – May 31, 2026. Notably, that amount only represents funding for the department's *third and final renewal contract*; indeed, the Trust granted \$1,080,082 in additional funding to the department during the years 2023 (\$540,041) and 2024 (\$540,041). Cumulatively, the Trust has granted or otherwise obligated itself to pay the City's Parks and Recreation Department \$1,735,370.00 in funding from 2023 – May 2026. Of those available funds, the department utilized \$139,954.38 in 2023 and \$281,862.05 in 2024. While the department did not draw down all the allotted funds, the Trust was contractually obligated to set aside those dollars for the department's use and could not authorize those funds for other providers during those contract periods.

Further, the Trust respectfully asserts that the City's demand for increment revenue payments was untimely for, at a minimum, tax year 2021. While the Community Redevelopment Act does not appear to instruct on a limitations period in which to assess taxes, borrowing from Section 95.091, the Florida Department of Revenue "may determine and assess the amount of any tax, penalty, or interest due under" several enumerated chapters, including for example, tourist development tax, tourist impact tax, and sales and use taxes, "within 3 years after the date the tax is due, any return with respect to the tax is due, or such return is filed, whichever occurs later." 95.091(3)(a)(1)(a), Fla. Stat. Here, the 2021 payment was purportedly due by January 1, 2022, yet the Trust did not receive an assessment for the same until June 13, 2025, more than three years after the tax was due. Although not dispositive, the Department of Revenue's three-year limitation to assess the amount of any tax or interest for those enumerated taxes is persuasive here, and the Trust posits that the City has waived its right to collect on, at a minimum, tax year 2021 based on the same.

As such, the outstanding requests for 2022-2024 tax years total \$1,438,171, with the Trust already pledging \$1,080,082 in funding to the City through its Parks and Recreation Department during those years. To that end, the Trust requests the City consider the \$1,080,082 in funding obligated to the department as offsets to the Trust's tax increment revenue payments for those years. With the offsets considered and without considering tax year 2021, the Trust's alleged obligations to the City would be decreased to \$358,089. It is this amount over which the Trust seeks the alternative exemption under Sec. 163.387(2)(d)(2) and proposes entering into an interlocal agreement that would direct the expenditure of said funds to programs that align with the Trust's, and the voter-supported, mission.¹ The Trust reiterates its request for a waiver of all late fees and interest associated with tax

¹ Should, however, the City determine that the 2021 tax year was timely or decide not to provide an offset for funds already disbursed to the City through its Parks and Recreation Department, the Trust requests an exemption for the total amount so requested, including entering into an interlocal agreement to direct expenditure of those funds.

years 2021-2024.

With that background in mind, and pursuant to Sec. 163.387(2)(d)(2) and the City's "Procedures of Application for Exemption from Redevelopment Trust Funds," the City must consider the following to determine whether or not to grant an exemption.

In response to each of the required criteria, the Trust would respectfully submit the following:

a) The legal name of the special district requesting the exemption –

Escambia Children's Trust

b) The benefit of the activities of the special district to the area of operation of the City –

Granting the exemption will allow for ongoing children's programming within the City limits as outlined in **Exhibit A** and further described herein. Additionally, as described herein, the Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. Since its creation, however, the Trust has pledged an amount of approximately \$25,588,948 to programs within the City.

Requiring payment of the amount demanded by the City would be detrimental to the ongoing operations of the Trust.

c) Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment –

The City has adequate revenue sources of the CRA which can be used in lieu of the special district's tax increment. Similar to the Downtown Improvement Board's exemption, the Trust's tax increment revenue payments would represent a relatively small percentage of the total increment deposited to the redevelopment trust fund for each CRA each year at issue—especially in the Urban Core CRA and the Eastside CRA.

A copy of the City's CRA 2021 - 2024 Annual Reports and the City's CRA FY 2026 Budget Presentation was attached as **Composite Exhibit B** to the Trust's original exemption request dated July 2025.

d) The fiscal and operational impact on the community redevelopment agency –

The City's CRA successfully operated before the establishment of the Trust, and tax increment contributions were not a point of discussion during the Trust's first four years. Granting an exemption would have little financial or operational impact on the CRA while allowing these funds to be used as intended by voters—to support programs that benefit children.

Further, similar to the Downtown Improvement Board's exemption, the Trust's tax increment revenue payments would represent a relatively small percentage of the total increment deposited to the redevelopment trust fund each year—especially in the Urban Core CRA and the Eastside CRA.

e) The fiscal and operational impact on the special district –

The impact on the Trust would be significant, resulting in fewer funds being available for community services and a reduction in the annual budget allocated to programs benefiting children. This would limit the Trust's ability to effectively support its mission and provide essential services to the broader community.

f) The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area –

Granting the exemption will benefit the specific purpose for which the Trust was created by directing the CRA TIF funds to children's services. This approach aligns with the Trust's mission to support programs that enhance the well-being of children and youth in the City of Pensacola, while ensuring that funds are allocated efficiently and effectively to benefit the community.

The approved community redevelopment plans for the designated redevelopment areas do not include specific projects dedicated to providing children's services as envisioned by the purpose of the special district and the voters who adopted the Trust.

g) The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds –

There will be no impact by the exemption on any incurred debt or outstanding bonds.

h) The benefit of the activities of the special district to the approved community redevelopment plan –

The Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. This includes the following:

Chain Reaction Pensacola's Promise Inc.

Chain Reaction After School Program

RFP#2022-03 / Out of School Time

\$239,655.00

Children's Home Society

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\$50,000

Notably, as mentioned previously, the Trust has obligated \$25,588,948 to programs within the City since it was established.

Not included in this total are the Social Service Navigators and the National Flight Academy (Workman Middle) which are county-wide and benefit the City of Pensacola.

General Legality of the City's Request:

While the Trust requests an exemption from the payment of tax increment revenues pursuant to Sec. 163.387(2)(d), Florida Statutes as further clarified above—completely or through entering into an interlocal agreement that directs the funds to programs that align with the Trust's mission—the Trust wishes to reiterate its position that the City's request for tax increment payments from the Trust to fund the City's approved community redevelopment plans is unconstitutional. Specifically, Article VII, Section 9(a), Florida Constitution, allows the legislature to authorize special districts, among other taxing entities, to levy ad valorem and other taxes “for their respective purposes.” Fla. Const., art. VII, § 9(a). Florida law has long established that a special taxing district may not be created with general taxing authority, and may be empowered to levy only those taxes bearing a substantial relation to the special purpose of the taxing district.² The First District Court has held that a special taxing district is prohibited by Article VII, Section 9(a), Florida Constitution, from making tax appropriation to a redevelopment trust fund which is shown not to have any relation to the special purpose of the special taxing district. State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., 408 So. 2d 1067 (Fla. Dist. Ct. App. 1982).

In the present case, the City's redevelopment plans do not contain any specific program or projects related to the funding of children's services. The plans show no relation to the Trust's purposes or concerns. In other words, the proposed use by the City to fund CRA projects is a general purpose for the public at large and does not support the specific purpose of the special taxing district. As in State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., the primacy of the constitutional restraints in article VII, section 9(a), *supra*, prevent enforcement of the literal terms of s. 163.387(2) against the Trust.

Based on the above, the Trust respectfully requests the City grant it a complete exemption from the obligation to annually appropriate tax increment revenues to the City's redevelopment trust fund. Alternatively, the Trust asks the City to consider the \$1,080,082 in funding pledged to the City's Parks and Recreation Department as offsets to the Trust's tax increment revenue payments for tax years 2022-2024, to waive all amounts demanded for tax year 2021 based on the timeliness of the request and all late fees and interest for tax years 2021-2024, and to grant the exemption for the remaining \$358,089 to be governed by an interlocal agreement. The Trust also requests placement of the Trust's exemption request on the City Council's December 11, 2025, Regular Meeting, and for said hearing to occur prior to any City action regarding collection for the tax years at issue. The Trust further requests an extension of any deadlines for payment until such time as a determination on the exemption request is made. As for the 2025 increment payment, the Trust will send an additional exemption request for that year following a formal demand by the City, to include an

² Okaloosa County Water and Sewer Dist. v. Hilburn, 160 So.2d 43, 45 (Fla.1964): “We have many times held that taxes raised for the purpose of one governmental unit may not be employed to accomplish the performance of the functions of another....”

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See also, State ex rel. Milton v. Dickenson, 33 So. 514 (Fla.1902); cf., Crowder v. Phillips, 1 So.2d 629 (Fla.1941).

itemized invoice which details the amount owed by each CRA.

Sincerely,

Lindsey B. Cannon

Lindsey B. Cannon
Executive Director

CC:

Adam C. Cobb, City Attorney, acobb@cityofpensacola.com

Jared Moore, City Council President, District 4, jmoore@cityofpensacola.com

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Delarian Wiggins, City Council Member, District 7, dwiggins@cityofpensacola.com

Enclosures



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-163

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

ESCAMBIA CHILDREN'S TRUST'S REQUEST FOR EXEMPTION UNDER SECTION 163.387, FLORIDA STATUTES

RECOMMENDATION:

That City Council grant the Escambia Children's Trust's ("ECT") request for exemption under Section 163.387, Florida Statutes, subject and pursuant to the terms and conditions of the attached Interlocal Agreement. Further, that City Council authorize the Mayor to take those actions necessary to execute and administer the Interlocal Agreement consistent with the terms of the Interlocal Agreement and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goals #3: Support for Youth Experiences.

ECT was created and established as a taxing authority in 2020. Section 163.387, Florida Statutes, requires ECT as a taxing authority to annually deliver tax increment revenue, as detailed in said Statute, to the Community Redevelopment Agency of the City of Pensacola's Redevelopment Trust Funds. Since its inception, no such payment has been made.

On July 23, 2025, and pursuant to Section 163.387, Florida Statutes, ECT submitted a request for exemption from delivering tax increment revenues for tax years 2021-2024. On November 26, 2025, ECT submitted its supplemental request for exemption.

Section 163.387(2)(d), Florida Statutes requires that:

1. In deciding whether to deny or grant ECT's request for exemption, City Council must consider the following:

- Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment.

- The fiscal and operational impact on the community redevelopment agency.
 - The fiscal and operational impact on the special district.
 - The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area.
 - The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to repayment of the bonds.
 - The benefit of the activities of the special district to the approved community redevelopment plan.
 - The benefit of the activities of the special district to the area of operations of the local governing body that created the community redevelopment agency.
2. City Council must hold a duly noticed public hearing on ECT's request for exemption.
 3. If City Council decides to grant ECT's request for exemption, the City and ECT must enter into an interlocal agreement, establishing the conditions of the exemption.
 4. If City Council decides to deny the ECT's request for exemption, it shall provide to ECT a written analysis specifying the rationale for such denial. The analysis must include, but is not limited to the following:
 - A separate, detailed examination of each consideration listed in #1 above.
 - Specific examples of how the approved community redevelopment plan will benefit, and has already benefited, the purpose for which the special district was created.

If the exemption request for tax years 2021-2025 is approved, the attached Interlocal Agreement documents the terms and conditions of the exemption.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Under Section 163.387, Florida Statutes, ECT owes \$3,128,309.60 to the CRA's Redevelopment Trust Funds as of January 1, 2026, which amount includes statutory interest and late fees. The Interlocal Agreement would waive interest and late fees and further reduce the remaining outstanding amount by \$500,000, resulting in a payment from ECT to the City of \$1,889,013. Under the terms of the Interlocal Agreement, those funds would be used solely for Children's Services, as defined in the Interlocal Agreement.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

Clifford Collins Jr., Associate City Administrator for Strategic Initiatives
Theresa Cserep, Education and Youth Programs Officer
Adam Cobb, City Attorney

ATTACHMENTS:

1. ECT Exemption Request 7-23-25
2. ECT Supplemental Request for Exemption
3. ECT Interlocal Agreement- Final

PRESENTATION: No



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(850) 475-4982



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ESCAMBIA
CHILDREN'S TRUST
Our Children. Our Community. Our Future.

July 23, 2025

Via email: dcreeves@cityofpensacola.com

Honorable Mayor D.C. Reeves
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

RE: Escambia Children's Trust Request for Exemption Pursuant to Sec.
163.387(2)(d), Florida Statutes

Dear Mayor Reeves,

On June 13, 2025, the Escambia Children's Trust (the "Trust") was notified by the Office of the City Attorney that the City of Pensacola (the "City") is seeking \$2,448,905.58 for payment of 2021 - 2024 tax increment revenues pursuant to Sec. 163.387(2)(a), Florida Statutes, along with late fees and interest through July 31, 2025. City policy and Sec. 163.387(2)(d), Florida Statutes provides that a special district may submit a written request to be exempted pursuant to a local government's established procedures.

The Trust respectfully requests an exemption from the payment of tax increment revenues for the 2021 - 2024 tax years, to include a waiver of all late fees and interest. In lieu of this payment and as part of the statutory exemption process, the Trust proposes entering into an interlocal agreement with the City. This approach aligns with the Trust's mission to support programs that enhance the well-being of children and youth in the City of Pensacola while ensuring that funds are allocated efficiently and effectively to benefit the community. We believe this partnership will maximize the impact of these resources and look forward to collaborating with the City on this initiative.

Exemption Request

Pursuant to Sec. 163.387(2)(d)(2) and the City's "Procedures of Application for Exemption from Redevelopment Trust Funds," the City must consider the following to determine whether or not to grant an exemption. In response to each of the required criteria, the Trust would respectfully submit the following:

a) The legal name of the special district requesting the exemption –

Escambia Children's Trust

b) The fiscal and operational impact on the special district –

The Trust currently has limited unobligated funding to address critical needs throughout the entirety of the County not only within the City of Pensacola. The Trust respectfully requests the City to consider the investment the Trust has made to the City of Pensacola Parks and Recreation Department which is

currently funded for \$655,288.00 with a cumulative three-year commitment in the amount of \$1,765,564.00 in considering the request for exemption for expired year increment requests. In response to assurances from the City that the issue of the CRA TIF payment could be amicably resolved, the Trust has earmarked \$560,000 to address the CRA TIF obligations for the current year. Requiring payment of the amount demanded by the City would be detrimental to the ongoing operations of the Trust.

c) The benefit to the specific purpose for which the special district was created –

Granting the exemption will benefit the specific purpose for which the Trust was created by directing the CRA TIF funds to children’s services.

d) The benefit of the activities of the special district to the area of operation of the City –

Granting the exemption will allow for ongoing children’s programming within the City limits as outlined in **Exhibit A** and further described herein.

e) Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district’s tax increment –

The City has adequate revenue sources of the CRA which can be used in lieu of the special district’s tax increment.

A copy of the City’s CRA 2021 - 2024 Annual Reports and the City’s CRA FY 2026 Budget Presentation are attached as **Composite Exhibit B**.

The fiscal and operational impact on the community redevelopment agency –

The City’s CRA successfully operated before the establishment of the Trust, and tax increment contributions were not a point of discussion during the Trust’s first four years. Granting an exemption would have little financial or operational impact on the CRA while allowing these funds to be used as intended by voters—to support programs that benefit children.

f) The fiscal and operational impact on the special district –

The impact on the Trust would be significant, resulting in fewer funds being available for community services and a reduction in the annual budget allocated to programs benefiting children. This would limit the Trust’s ability to effectively support its mission and provide essential services to the broader community.

g) The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area –

The Trust was established to fund children's services, aligning with its core mission. The approved community redevelopment plans for the designated redevelopment areas do not include specific projects dedicated to providing children's services as envisioned by the purpose of the special district.

- h) **The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds –**

There will be no impact by the exemption on any incurred debt or outstanding bonds.

- i) **The benefit of the activities of the special district to the approved community redevelopment plan –**

The Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. This includes the following:

Chain Reaction Pensacola's Promise Inc.

Chain Reaction After School Program

RFP#2022-03 / Out of School Time

\$239,655.00

Children's Home Society

SAIL Afterschool

RFP#2022-03

\$368,956.00

City of Pensacola Parks and Recreation Department

PPRD Free After-School

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\$655,288.00

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RFP#2022-03 / Out of School Time

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Camp Monarch Grief Camp

RFP#2022-03 / Out of School Time

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Dixon After Hours

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School Readiness Matching Grant

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JBWES

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\$409,152.00

Lamplighter Academic and Mentoring Program

Project Ignite

RFP#2022-03 / Out of School Time

\$240,534.00

Lamplighter Academic and Mentoring Program

Project P.R.I.D.E.

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RFP#2022-03 / Mental Health Supports

\$1,093,547.00

YMCA of Northwest Florida

YREADS

RFP#2022-03 / Out of School Time

\$1,216,004.00

United Way of West Florida

Healthy Schools Escambia

ITB#2024-01

\$900,000.00

Readykids

RFP#2025-01 CARE Microgrant

\$50,000.00

Healthy Start Coalition

Enhanced Prenatal Home Visits
RFP#2025-01 CARE Microgrant
\$11,475.00

Gulf Coast Kids House

Child Abuse Prevention Education
RFP#2025-01 CARE Microgrant
\$50,000.00

BRACE

Disaster Defenders
RFP#2025-01 CARE Microgrant
\$41,379.00

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Flight Academy
RFP#2025-01 CARE Microgrant
\$40,623.00

James B Washington Education and Sports Inc

STEAM Future Leaders of NWFL
RFP#2025-01 CARE Microgrant
\$50,000

Not included in this total are the Social Service Navigators and the National Flight Academy (Workman Middle) which are county-wide and benefit the City of Pensacola.

j) The benefit of the activities of the special district to the area of operation of the local governing body that created the community redevelopment agency –

As described herein, the Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00.

General Legality of the County's Request:

Article VII, Section 9(a), Florida Constitution, allows the legislature to authorize special districts, among other taxing entities, to levy ad valorem and other taxes “for their respective purposes.” (e.s.) Florida law has long established that a special taxing district may not be created with general taxing authority, and may be empowered to levy only those taxes bearing a substantial relation to the special purpose of the taxing district.¹ The First District Court has held that a special

¹ Okaloosa County Water and Sewer Dist. v. Hilburn, 160 So.2d 43, 45 (Fla.1964): “We have many times held that taxes raised for the purpose of one governmental unit may not be employed to accomplish the performance of the functions of another....”

Consolidated Land Co. v. Tyler, 101 So. 280, 281 (Fla.1924): “(I)t is within the law-making power of the Legislature ... to impose particular taxes upon property within the district ... when the formation of the district has at least some special or peculiar relation to benefits or advantages to accrue....”

taxing district is prohibited by Article VII, Section 9(a), Florida Constitution, from making tax appropriation to a redevelopment trust fund which is shown not to have any relation to the special purpose of the special taxing district. State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., 408 So. 2d 1067 (Fla. Dist. Ct. App. 1982).

In the present case, the City's redevelopment plans do not contain any specific program or projects related to the funding of children's services. The plans show no relation to the Trust's purposes or concerns. The proposed use by the City to fund CRA projects is a general purpose for the public at large and does not support the specific purpose of the special taxing district. As in State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., the primacy of the constitutional restraints in article VII, section 9(a), *supra*, prevent enforcement of the literal terms of s 163.387(2) against the Trust.

Based on the above, the Trust would respectfully request a hearing on its request for an exemption prior to any City action regarding collection for the current or preceding tax years. Further, the Trust requests an extension of the deadline of July 31, 2025 for payment until such time as a determination on the exemption request is made.

Sincerely,

Lindsey B. Cannon

Lindsey B. Cannon
Executive Director

CC:

Adam C. Cobb, City Attorney, acobb@cityofpensacola.com

Jared Moore, City Council President, District 4, jmoore@cityofpensacola.com

Alison Patton, City Council Vice President, District 6, apatton@cityofpensacola.com

Jennifer Brahier, City Council Member, District 1, jbrahier@cityofpensacola.com

Charles Bare, City Council Member, District 2, cbare@cityofpensacola.com

Casey Jones, City Council Member, District 3, cjones@cityofpensacola.com

Teniadé Broughton, City Council Member, District 5, tbroughton@cityofpensacola.com

Delarian Wiggins, City Council Member, District 7, dwiggins@cityofpensacola.com

Enclosures

Amos v. Mathews, 126 So. 308, 322 (Fla.1930): “ ‘A particular district or locality cannot lawfully be taxed for the cost of an undertaking which results only in a general public benefit.’ But a single project in some instances may constitute a dual purpose, and therefore may justify a levy of taxes appropriate to the purpose....”

See also, State ex rel. Milton v. Dickenson, 33 So. 514 (Fla.1902); cf., Crowder v. Phillips, 1 So.2d 629 (Fla.1941).



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Keith Leonard
Superintendent, Escambia County
School District



ESCAMBIA
CHILDREN'S TRUST
Our Children. Our Community. Our Future.

November 26, 2025

Via email: dcreeves@cityofpensacola.com

Honorable Mayor D.C. Reeves
City of Pensacola
222 W. Main Street
Pensacola, Florida 32502

RE: Escambia Children's Trust Supplemental Request for Exemption
Pursuant to Sec. 163.387(2)(d), Florida Statutes

Dear Mayor Reeves,

On June 13, 2025, the Escambia Children's Trust (the "Trust") was notified by the Office of the City Attorney that the City of Pensacola (the "City") is seeking \$2,448,905.58 for payment of 2021 - 2024 tax increment revenues pursuant to Sec. 163.387(2)(a), Florida Statutes, along with late fees and interest through July 31, 2025. Thereafter, on July 23, 2025, and pursuant to City policy and Sec. 163.387(2)(d), Florida Statutes, the Trust respectfully requested an exemption from the payment of tax increment revenues for the 2021 - 2024 tax years, to include a waiver of all late fees and interest.

In lieu of this payment, the Trust proposed entering into an interlocal agreement with the City. While the Trust remains willing to enter into such an agreement, the Trust submits this Supplemental Request for Exemption Pursuant to Sec. 163.387(2)(d) to clarify both its position on its obligation to make tax increment payments to the City for tax years 2021-2024 and the specifics of its exemption for the same. Moreover, the Trust also requests placement of this exemption request decision on the agenda for the City Council's December 11, 2025, Regular Meeting.

Lastly, during discussions with the parties' counsel regarding the proposed interlocal agreement, the City notified the Trust, via email, of its obligation to pay the tax increment payment for the 2025 tax year, an estimated \$567,000, by January 1, 2026. To that end, the Trust now seeks to include a request for formal demand by the City for the 2025 tax increment revenue payments, including an itemized invoice detailing the amount owed per CRA.

Exemption Request and Other Specific Considerations:

a. Complete Exemption from the Obligation to Appropriate Tax Increment Revenues

The Trust currently has limited unobligated funding to address critical needs of our children throughout the entirety of the County, not only within the City

of Pensacola. Similar to the complete exemption from the obligation to annually appropriate tax increment revenues to the City's redevelopment trust fund that was granted to the Downtown Improvement Board, the Trust believes that such a complete exemption would better position the Trust to carry out its specific mission of improving the lives of our children. In support of said total exemption, the Trust submits the information contained in (a) – (h) below.

b. Exemption from the Payment of Tax Increment Revenues for the Purposes of the Community Redevelopment Plans

Alternatively, should the City decide not to grant a complete exemption from the obligation to annually appropriate tax increment revenues, the Trust requests that the City grant it an exemption from contributing to the general purposes of the community redevelopment plans and instead enter into an interlocal agreement that would direct the expenditure of the Trust's payments towards programs that enhance the well-being of children and youth in the City of Pensacola.

In doing so, the Trust respectfully requests the City to consider the direct investment the Trust has made to the City of Pensacola Parks and Recreation Department. Specifically, the Trust has currently obligated itself to fund the City's Parks and Recreation Department in the amount of \$655,288.00 for March 1, 2025 – May 31, 2026. Notably, that amount only represents funding for the department's *third and final renewal contract*; indeed, the Trust granted \$1,080,082 in additional funding to the department during the years 2023 (\$540,041) and 2024 (\$540,041). Cumulatively, the Trust has granted or otherwise obligated itself to pay the City's Parks and Recreation Department \$1,735,370.00 in funding from 2023 – May 2026. Of those available funds, the department utilized \$139,954.38 in 2023 and \$281,862.05 in 2024. While the department did not draw down all the allotted funds, the Trust was contractually obligated to set aside those dollars for the department's use and could not authorize those funds for other providers during those contract periods.

Further, the Trust respectfully asserts that the City's demand for increment revenue payments was untimely for, at a minimum, tax year 2021. While the Community Redevelopment Act does not appear to instruct on a limitations period in which to assess taxes, borrowing from Section 95.091, the Florida Department of Revenue "may determine and assess the amount of any tax, penalty, or interest due under" several enumerated chapters, including for example, tourist development tax, tourist impact tax, and sales and use taxes, "within 3 years after the date the tax is due, any return with respect to the tax is due, or such return is filed, whichever occurs later." 95.091(3)(a)(1)(a), Fla. Stat. Here, the 2021 payment was purportedly due by January 1, 2022, yet the Trust did not receive an assessment for the same until June 13, 2025, more than three years after the tax was due. Although not dispositive, the Department of Revenue's three-year limitation to assess the amount of any tax or interest for those enumerated taxes is persuasive here, and the Trust posits that the City has waived its right to collect on, at a minimum, tax year 2021 based on the same.

As such, the outstanding requests for 2022-2024 tax years total \$1,438,171, with the Trust already pledging \$1,080,082 in funding to the City through its Parks and Recreation Department during those years. To that end, the Trust requests the City consider the \$1,080,082 in funding obligated to the department as offsets to the Trust's tax increment revenue payments for those years. With the offsets considered and without considering tax year 2021, the Trust's alleged obligations to the City would be decreased to \$358,089. It is this amount over which the Trust seeks the alternative exemption under Sec. 163.387(2)(d)(2) and proposes entering into an interlocal agreement that would direct the expenditure of said funds to programs that align with the Trust's, and the voter-supported, mission.¹ The Trust reiterates its request for a waiver of all late fees and interest associated with tax

¹ Should, however, the City determine that the 2021 tax year was timely or decide not to provide an offset for funds already disbursed to the City through its Parks and Recreation Department, the Trust requests an exemption for the total amount so requested, including entering into an interlocal agreement to direct expenditure of those funds.

years 2021-2024.

With that background in mind, and pursuant to Sec. 163.387(2)(d)(2) and the City's "Procedures of Application for Exemption from Redevelopment Trust Funds," the City must consider the following to determine whether or not to grant an exemption.

In response to each of the required criteria, the Trust would respectfully submit the following:

a) The legal name of the special district requesting the exemption –

Escambia Children's Trust

b) The benefit of the activities of the special district to the area of operation of the City –

Granting the exemption will allow for ongoing children's programming within the City limits as outlined in **Exhibit A** and further described herein. Additionally, as described herein, the Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. Since its creation, however, the Trust has pledged an amount of approximately \$25,588,948 to programs within the City.

Requiring payment of the amount demanded by the City would be detrimental to the ongoing operations of the Trust.

c) Any additional revenue sources of the community redevelopment agency which could be used in lieu of the special district's tax increment –

The City has adequate revenue sources of the CRA which can be used in lieu of the special district's tax increment. Similar to the Downtown Improvement Board's exemption, the Trust's tax increment revenue payments would represent a relatively small percentage of the total increment deposited to the redevelopment trust fund for each CRA each year at issue—especially in the Urban Core CRA and the Eastside CRA.

A copy of the City's CRA 2021 - 2024 Annual Reports and the City's CRA FY 2026 Budget Presentation was attached as **Composite Exhibit B** to the Trust's original exemption request dated July 2025.

d) The fiscal and operational impact on the community redevelopment agency –

The City's CRA successfully operated before the establishment of the Trust, and tax increment contributions were not a point of discussion during the Trust's first four years. Granting an exemption would have little financial or operational impact on the CRA while allowing these funds to be used as intended by voters—to support programs that benefit children.

Further, similar to the Downtown Improvement Board's exemption, the Trust's tax increment revenue payments would represent a relatively small percentage of the total increment deposited to the redevelopment trust fund each year—especially in the Urban Core CRA and the Eastside CRA.

e) The fiscal and operational impact on the special district –

The impact on the Trust would be significant, resulting in fewer funds being available for community services and a reduction in the annual budget allocated to programs benefiting children. This would limit the Trust's ability to effectively support its mission and provide essential services to the broader community.

f) The benefit to the specific purpose for which the special district was created. The benefit to the special district must be based on specific projects contained in the approved community redevelopment plan for the designated community redevelopment area –

Granting the exemption will benefit the specific purpose for which the Trust was created by directing the CRA TIF funds to children's services. This approach aligns with the Trust's mission to support programs that enhance the well-being of children and youth in the City of Pensacola, while ensuring that funds are allocated efficiently and effectively to benefit the community.

The approved community redevelopment plans for the designated redevelopment areas do not include specific projects dedicated to providing children's services as envisioned by the purpose of the special district and the voters who adopted the Trust.

g) The impact of the exemption on incurred debt and whether such exemption will impair any outstanding bonds that have pledged tax increment revenues to the repayment of the bonds –

There will be no impact by the exemption on any incurred debt or outstanding bonds.

h) The benefit of the activities of the special district to the approved community redevelopment plan –

The Trust currently has pledged a total annual commitment to programs within the City of Pensacola in the amount of \$9,935,027.00. This includes the following:

Chain Reaction Pensacola's Promise Inc.

Chain Reaction After School Program

RFP#2022-03 / Out of School Time

\$239,655.00

Children's Home Society

SAIL Afterschool

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CMB Visions Unlimited, Inc.

Be a Success in School (B.A.S.I.S.)

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\$560,582.00

Covenant Hospice Foundation Inc

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Dixon School of Arts and Sciences

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Early Learning Coalition of Escambia County

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RFP#2022-03 / Out of School Time

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\$50,000

Notably, as mentioned previously, the Trust has obligated \$25,588,948 to programs within the City since it was established.

Not included in this total are the Social Service Navigators and the National Flight Academy (Workman Middle) which are county-wide and benefit the City of Pensacola.

General Legality of the City's Request:

While the Trust requests an exemption from the payment of tax increment revenues pursuant to Sec. 163.387(2)(d), Florida Statutes as further clarified above—completely or through entering into an interlocal agreement that directs the funds to programs that align with the Trust's mission—the Trust wishes to reiterate its position that the City's request for tax increment payments from the Trust to fund the City's approved community redevelopment plans is unconstitutional. Specifically, Article VII, Section 9(a), Florida Constitution, allows the legislature to authorize special districts, among other taxing entities, to levy ad valorem and other taxes "for their respective purposes." Fla. Const., art. VII, § 9(a). Florida law has long established that a special taxing district may not be created with general taxing authority, and may be empowered to levy only those taxes bearing a substantial relation to the special purpose of the taxing district.² The First District Court has held that a special taxing district is prohibited by Article VII, Section 9(a), Florida Constitution, from making tax appropriation to a redevelopment trust fund which is shown not to have any relation to the special purpose of the special taxing district. State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., 408 So. 2d 1067 (Fla. Dist. Ct. App. 1982).

In the present case, the City's redevelopment plans do not contain any specific program or projects related to the funding of children's services. The plans show no relation to the Trust's purposes or concerns. In other words, the proposed use by the City to fund CRA projects is a general purpose for the public at large and does not support the specific purpose of the special taxing district. As in State ex rel. City of Gainesville v. St. Johns River Water Mgmt. Dist., the primacy of the constitutional restraints in article VII, section 9(a), *supra*, prevent enforcement of the literal terms of s. 163.387(2) against the Trust.

Based on the above, the Trust respectfully requests the City grant it a complete exemption from the obligation to annually appropriate tax increment revenues to the City's redevelopment trust fund. Alternatively, the Trust asks the City to consider the \$1,080,082 in funding pledged to the City's Parks and Recreation Department as offsets to the Trust's tax increment revenue payments for tax years 2022-2024, to waive all amounts demanded for tax year 2021 based on the timeliness of the request and all late fees and interest for tax years 2021-2024, and to grant the exemption for the remaining \$358,089 to be governed by an interlocal agreement. The Trust also requests placement of the Trust's exemption request on the City Council's December 11, 2025, Regular Meeting, and for said hearing to occur prior to any City action regarding collection for the tax years at issue. The Trust further requests an extension of any deadlines for payment until such time as a determination on the exemption request is made. As for the 2025 increment payment, the Trust will send an additional exemption request for that year following a formal demand by the City, to include an

² Okaloosa County Water and Sewer Dist. v. Hilburn, 160 So.2d 43, 45 (Fla.1964): "We have many times held that taxes raised for the purpose of one governmental unit may not be employed to accomplish the performance of the functions of another...."

Consolidated Land Co. v. Tyler, 101 So. 280, 281 (Fla.1924): "(I)t is within the law-making power of the Legislature ... to impose particular taxes upon property within the district ... when the formation of the district has at least some special or peculiar relation to benefits or advantages to accrue...."

Amos v. Mathews, 126 So. 308, 322 (Fla.1930): "'A particular district or locality cannot lawfully be taxed for the cost of an undertaking which results only in a general public benefit.' But a single project in some instances may constitute a dual purpose, and therefore may justify a levy of taxes appropriate to the purpose...."

See also, State ex rel. Milton v. Dickenson, 33 So. 514 (Fla.1902); cf., Crowder v. Phillips, 1 So.2d 629 (Fla.1941).

itemized invoice which details the amount owed by each CRA.

Sincerely,

Lindsey B. Cannon

Lindsey B. Cannon
Executive Director

CC:

Adam C. Cobb, City Attorney, acobb@cityofpensacola.com

Jared Moore, City Council President, District 4, jmoore@cityofpensacola.com

Alison Patton, City Council Vice President, District 6, apatton@cityofpensacola.com

Jennifer Brahier, City Council Member, District 1, jbrahier@cityofpensacola.com

Charles Bare, City Council Member, District 2, cbare@cityofpensacola.com

Casey Jones, City Council Member, District 3, cjones@cityofpensacola.com

Teniadé Broughton, City Council Member, District 5, tbroughton@cityofpensacola.com

Delarian Wiggins, City Council Member, District 7, dwiggins@cityofpensacola.com

Enclosures

**INTERLOCAL AGREEMENT BETWEEN
ESCAMBIA CHILDREN’S TRUST AND THE CITY OF PENSACOLA, FLORIDA
RELATING TO TAX INCREMENT FINANCING REVENUES
PURSUANT TO 163.387, FLORIDA STATUTES**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered by and between the **ESCAMBIA CHILDREN’S TRUST**, an independent special district of Escambia County, Florida, created pursuant to Section 125.901, Florida Statutes, hereinafter referred to as the “**Trust**,” and the **CITY OF PENSACOLA**, a Florida municipal corporation, hereinafter referred to as the “**City**.”

RECITALS:

WHEREAS, the Trust was established in 2020 to provide dedicated funding specifically for investing in the well-being of children within Escambia County, Florida;

WHEREAS, pursuant to Section 163.387, Florida Statutes, the Trust is, and since its inception has been, required to make annual TIF Contributions (defined below) to the Community Redevelopment Agency of the City of Pensacola’s (“**CRA**”) Redevelopment Trust Funds;

WHEREAS, Section 163.01, Florida Statutes (the Florida Interlocal Cooperation Act of 1969), enables local governmental entities to efficiently exercise their respective powers through mutual cooperation, ensuring optimal service delivery and resource utilization tailored to the unique geographic, economic, and demographic needs of their communities; and

WHEREAS, pursuant to Section 163.387, Florida Statutes, the City is authorized to exempt the Trust from making TIF Contributions by entering into an interlocal agreement; and

WHEREAS, the Trust submitted a written application to the City on or about July 23, 2025, and supplemented on November 26, 2025 (collectively, the “**Application**”), requesting, among other things, that the City (a) exempt the Trust from making TIF Contributions to the CRA Redevelopment Trust Funds for certain tax years; and (b) waive penalties and interest due in relation to such TIF Contributions, as permitted under Section 163.387(2)(a), Florida Statutes; and

WHEREAS, the City has reviewed the Application, considered the factors required under Section 163.387(2)(d)(2), Florida Statutes, and conducted a duly noticed public hearing regarding the Application on _____, as required under Section 163.387(2)(d)(3), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **RECITALS.** The forgoing recitals are true and correct and made a part hereof by this reference.

2. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the City will grant an exemption to the Trust pursuant to Section 163.387(2)(d), Florida Statutes. Specifically, and subject to the terms and conditions of this Agreement, the City shall grant a retroactive exemption for tax years 2021-2025.

3. **EFFECTIVE DATE.** This Agreement, after being properly executed by the parties hereto, shall become effective upon its filing with the Clerk of the Circuit Court of Escambia County, Florida. The City shall be responsible for filing this document upon receipt of the executed Agreement from the Trust.

4. **ENTIRE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties with respect to the subject matter of this Agreement. No other agreements regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

5. **DEFINITIONS.** For the purpose of this Agreement, the following terms shall be defined follows:

Interlocal Agreement Payment: Payment made by the Trust to the City under the terms of this Agreement.

Tax Increment Financing (TIF) Contribution(s): Payments derived from the incremental increase in property tax revenues within a designated redevelopment area, as outlined in Section 163.387, Florida Statutes.

6. **THE CITY'S OBLIGATIONS**

- a. Subject to the terms and conditions of this Agreement and pursuant to Section 163.387(2)(d)(1), Florida Statutes, the City hereby grants an exemption to the Trust from its obligation to make TIF Contributions to the CRA Redevelopment Trust Funds for tax years 2021- 2025.
- b. Subject to the terms and conditions of this Agreement, the City hereby waives all penalties and interest due in relation to TIF Contributions for tax years 2021-2025.
- c. The City shall utilize the Interlocal Agreement Payment received pursuant to this Agreement in furtherance of educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children within the City of Pensacola through provision of direct services, funding and/or cooperative agreements (“**Children’s Services**”). Such Children’s Services include, but are not limited to, the following:
 1. To provide and maintain in the City such educational, health, preventive, developmental, treatment, intervention, and rehabilitative services for children, including supplies and equipment related to the provision of such services, as the City determines are needed, including, without limitation, those related to provision of childcare and early childhood development.

2. To provide such other programs for children as the City determines are needed.
 3. To allocate and provide funds for other agencies in the City of Pensacola which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system, for the purpose of providing services for children, including infrastructure improvements related to the provision of such services.
 4. To collect information and statistical data and to conduct research which will be helpful to the Trust and the City in deciding the needs of children in the City of Pensacola.
 5. To consult and coordinate with other agencies dedicated to the welfare of children with the goal of preventing unnecessary duplication of services.
 6. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.
- d. The City shall provide the Trust quarterly reports detailing the expenditure of the Interlocal Agreement Payment during the preceding quarter and continue until such funds are exhausted, such reports to include reasonable and mutually agreed upon participant data and outcomes.

7. **TRUST'S OBLIGATIONS.** The Trust shall deliver an Interlocal Agreement Payment to the City in the amount of \$1,889,013 on or before March 31, 2026. Such Interlocal Agreement Payment represents the amount of (a) the TIF Contributions the Trust would have otherwise been obliged to pay for tax years 2021-2025, not including interest and penalties, to the CRA Redevelopment Trust Funds if the Trust had not been granted this exemption, less (b) \$500,000.

8. **GENERAL PROVISIONS**

- a. **Compliance with Laws.** Both parties shall comply with all applicable federal, state, and local laws in the implementation of this Agreement.
- b. **No Third-Party Beneficiaries.** This Agreement is solely between the Trust and the City and does not create any rights or benefits for third parties.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.
- d. **Venue.** Any litigation commenced relating to this Agreement shall be in Escambia County, Florida.
- e. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- f. **Notices** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (1) when delivered by personal delivery, or (2) one business day after having been deposited with an expedited, overnight courier service, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to the Trust, address to the Executive Director of the ESCAMBIA CHILDREN'S TRUST, 1000 College Blvd., building 26, Second Floor, Pensacola, Florida, 32504.

If to the City, address to the City Administrator, CITY OF PENSACOLA, 222 W. Main Street, Pensacola, Florida 32502.

- g. **Amendments.** This Agreement may only be amended by mutual agreement of the parties, provided that the amendment is in writing and is executed by both parties.
- h. **Waiver.** No express or implied consent to or waiver of, any breach or default by the other party, in the performance of the obligations hereunder, shall be deemed or construed to be a consent to, or waiver of, any other breach or default in the performance by such hereunder. Failure on the part of either party to complain of any act of the other in default, irrespective of how long such failure continues, shall not constitute a waiver of a party's rights hereunder.
- i. **Preparation.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- j. **Sovereign Immunity.** This Agreement shall not be construed as constituting a waiver of any rights to sovereign immunity granted to the City or the Trust under the laws or Constitution of the State of Florida. This Agreement shall not be construed as granting or extending the sovereign immunity to which either party may be entitled to any other third-party.
- k. **Grant Agreement.** City and Trust are parties to that certain cost-reimbursement Agreement for the term commencing on March 1, 2025, and extending through May 31, 2026 (the "**Grant Agreement**"). For avoidance of doubt, the Grant Agreement is and remains in full force and effect according to its terms and nothing in this Agreement serves to amend, modify or impair the parties' rights and obligations under the Grant Agreement. Nothing in this Agreement shall prohibit, impair or otherwise modify the City's ability to apply for and/or receive future grant funding from the Trust in accordance with applicable law.
- l. **TIF Contributions for Future Tax Years.** Nothing in this Agreement shall prohibit, impair, or otherwise modify the Trust's ability to seek an exemption from the City for TIF Contributions for future tax years in accordance with Section 163.387(2)(d), Florida Statutes, or the City's discretion to grant or deny any such exemption request pursuant to that same section or other applicable law.

- m. **Records.** The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by either party hereto will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The parties shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to such party.

[A separate signature page follows.]

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

CITY OF PENSACOLA, a Florida municipal corporation

By: _____
DC Reeves, Mayor

Date: _____

ATTEST:

Ericka Burnett, City Clerk

Approved as to substance:

Theresa Cserep, Education and Youth Programs Officer

Approved as to form:

Adam C. Cobb, City Attorney

ESCAMBIA CHILDREN’S TRUST

Dr. Rex Northup, M.D., Chair

Date: _____

Approved for legal sufficiency:

Attorney for the Trust

Interlocal Agreement – signature page



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-212

Agenda Conference

3/9/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2026-8 - AUTHORIZING LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR HOLLICE T. WILLIAMS TRAIL CONSTRUCTION

RECOMMENDATION:

That City Council adopt Resolution No. 2026-8.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF A MULTI-USE TRAIL IN HOLLICE T. WILLIAMS PARK; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities and Goal #5: More Walkable, Mixed-Use Districts.

A resolution of support is required to authorize the City to enter into a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) and accept federal-aid funds in the amount of \$1,853,724 for construction and CEI of a bicycle and pedestrian trail in Hollice T Williams Stormwater Park.

Construction funds will cover a portion of the concrete fifteen (15) foot wide multimodal trail with associated crosswalks, ADA ramps, and pavement markings, that traverses north to south from East Jordan Street to East Gonzalez Street and is part of the larger stormwater project underneath Interstate-110. The limits and layout of this multimodal trail are depicted in the attached overall site layout plan sheet.

City staff requested and successfully received construction funding in Fiscal Year 2026 through the FDOT Transportation Alternatives program. The City has been approved by the

FDOT to enter into the LAP agreement, which is required for federal-aid funding assistance, and will require continued coordination with the Department through the construction and inspection process.

Program Background

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

December 15, 2022 – City Council adopted Resolution No. 2022-124, supporting an application for Transportation Alternatives Program funding for Phase 1 and Phase 2 of the multi-use path from East Jordan Street to East Cervantes Street, within the Hollice T. Williams Stormwater Park.

January 20, 2022- City Council adopted Resolution No. 2022-001, supporting an application for Transportation Alternatives Program funding for a multi-use path from East Jordan Street to East Blount Street, within Hollice T. Williams Stormwater Park.

FUNDING:

Budget:	\$1,662,492.00	Construction and Geotechnical Testing
	\$191,232.00	Construction, Engineering, and Inspections (CEI)
	\$1,853,724.00	TOTAL FDOT Reimbursement
Actual:	\$1,637,242.00	Construction
	\$25,250.00	Geotechnical Testing
	\$191,232.00	Construction, Engineering, and Inspections (CEI)
	\$1,853,724.00	TOTAL Project Cost

FINANCIAL IMPACT:

Adoption of Supplemental Budget Resolution #2026-9 will appropriate the funding for this project. There are no required City matching funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins Jr., Associate City Administrator
Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Resolution No. 2026-8
2. LAP Agreement
3. Location Map

PRESENTATION: No

RESOLUTION
NO. 2026-8

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA; AUTHORIZING THE CITY TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ACCEPT FUNDING FOR CONSTRUCTION AND CEI OF A MULTI-USE TRAIL IN HOLLICE T. WILLIAMS PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has programmed funding for the construction of bicycle and pedestrian trail in Hollice T. Williams Park; and

WHEREAS, the following proposed trail project is endorsed by the City Council of the City of Pensacola:

Construction and CEI services for bicycle and pedestrian trail in Hollice T. Williams Park from East Jordan Street to East Gonzalez Street.

WHEREAS, the City of Pensacola has been approved by the Florida Department of Transportation to enter into local agency program agreement, and such agreement is required for assistance through federal funds; and

WHEREAS, this project is in accordance with the City of Pensacola's Transportation Alternatives application submitted to the Florida-Alabama Transportation Planning Organization in 2022; and

WHEREAS, in order for this transportation priority to be constructed to the fullest extent and in an expeditious manner, the City Council of the City of Pensacola authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation and accept federal funds in the amount of \$1,853,724.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:

Section 1. That the above stated recitals in the Whereas clauses are true and correct and incorporated herein by reference.

Section 2. That the Project is endorsed by the City Council of the City of Pensacola as serving an unmet vital transportation need for the public health, safety and welfare of the citizens of the City of Pensacola.

Section 3. The City Council of the City of Pensacola hereby authorizes the City to enter into a Local Agency Program agreement with the Florida Department of Transportation for construction of a trail in Hollice T. Williams Park.

Section 4. The City Council of the City of Pensacola hereby authorizes the Mayor to take all actions necessary to effectuate the provisions of this Resolution.

Section 5. 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: _____
City Council President

ATTEST:

City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 1 of 15

FPN: <u>451724-1-58-01, 451724-2-58-01</u>	FPN: <u>451724-1-68-01, 451724-2-68-01</u>	FPN: _____
Federal No (FAIN): <u>D324 032/027 B</u>	Federal No (FAIN): <u>D324 032/027 B</u>	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>TALU, TALT</u>	Fund: <u>TALU</u>	Fund: _____
Org Code: _____	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____

County No: <u>Escambia (48)</u>	Contract No: _____
Recipient Vendor No: <u>F596000406005</u>	Recipient Unique Entity ID (UEI) No: <u>C4NCXLLJFMQ3</u>

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and City of Pensacola ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
- 2. Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Construction of the Hollice T Williams Multi Use Path, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- 3. Term of Agreement:** The Recipient agrees to complete the Project on or before 03/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
- 4. Project Cost:**
 - a. The estimated cost of the Project is \$ 1853724. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.j.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1853724 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 2 of 15

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.m. and 5.n. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 4 of 15

- n. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 5 of 15

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
- i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 6 of 15

- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.
- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 7 of 15

- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 10 of 15

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 11 of 15

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient
- ☐ shall
- ☐ shall not

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 12 of 15

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance 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).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 13 of 15

- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E", "F" and "H" are attached to and incorporated into this Agreement.
- b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 14 of 15

- c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
LOCAL PROGRAMS
OGC/OOC- 01/26
Page 15 of 15

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Rodney Chamberlain, P.E.
Title: Director of Transportation Development

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 451724-1-58-01, 451724-1-68-01,
451724-2-58-01 & 451724-2-68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Pensacola (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.404 Miles

PROJECT DESCRIPTION: This project is for the Construction and CEI services of the Hollice T Williams Multi Use Path Project. This project will incorporate two phases in order to construct multi-use path, two crosswalks and bicycle racks in the Hollice T Williams Park from Jordan Street to Blount Street (Phase I), and from Blount Street to Cervantes Street (Phase 2). No additional right-of-way will be needed for this project.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Department hereby notifies the Recipient, for the provision of Construction Engineering Inspection (CEI) services for projects that are classified D the Recipient is advised to hire a Department pre-qualified consultant in the appropriate work type.

The Department hereby notifies the Recipient, in accordance with Section 337.14, F.S. the Entity performing Design and Construction Engineering Inspection (CEI) services may not be the same Entity.

The Recipient shall be responsible for all permitting activities related to the project and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall submit to the Department the bid tabulations and award intent for review and concurrence prior to award and will submit the signed construction contract for records upon execution of the final document.

Off the State Highway System (Off-System) construction projects must be administered in accordance with latest version of the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways Florida (also known as the Florida Greenbook).

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by .
- b) Design to be completed by .
- c) Right-of-Way requirements identified and provided to the Department by .
- d) Right-of-Way to be certified by .
- e) Construction contract to be let by .
- f) Construction to be completed by 03/31/2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Department will provide concurrence to advertise for construction to the Recipient after final plans and construction estimate, and all necessary certifications have been reviewed and approved.

The Department will issue a Letter of Concurrence for construction and CEI to the Recipient after bid tabulations, score cards and draft contracts have been reviewed and approved.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Pensacola 222 W Main Street Pensacola, FL. 32502	FINANCIAL PROJECT NUMBER: 451724-1-58-01, 451724-1-68-01, 451724-2-58-01 & 451724-2-68-01
--	--

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Design Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58				
FY: 2026 (Transportation Alternative)	\$ 835,795.00	\$ 0.00	\$ 0.00	\$ 835,795.00
FY: (Insert Program Name)	\$ 826,697.00	\$ _____	\$ _____	\$ 826,697.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Construction Cost	\$ 1,662,492.00	\$ 0.00	\$ 0.00	\$ 1,662,492.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026 (Transportation Alternative)	\$ 100,295.00	\$ 0.00	\$ 0.00	\$ 100,295.00
FY: (Insert Program Name)	\$ 90,937.00	\$ _____	\$ _____	\$ 90,937.00
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total CEI Cost	\$ 191,232.00	\$ 0.00	\$ 0.00	\$ 191,232.00
(Insert Phase)				
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
FY: (Insert Program Name)	\$ _____	\$ _____	\$ _____	\$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,853,724.00	\$ 0.00	\$ 0.00	\$ 1,853,724.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maira Showalter - Local Programs Administrator

District Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(7.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$1,853,724.00
Awarding Agency: Florida Department of Transportation
Award is for: No
R&D:
Indirect Cost: N/A
Rate:

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

EXHIBIT G

FHWA FORM 1273

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:

<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

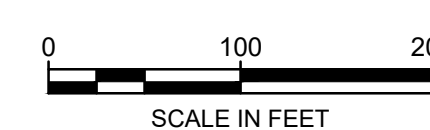
Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT H****ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS**

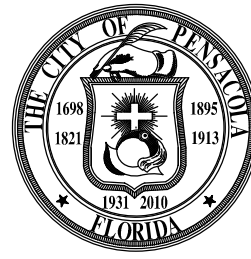
If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).
2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.
3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.
4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.
5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).
6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

C:\BID\040000\DESIGN\PROJECT FILES\040000_01\STORMWATER PARK\JAMES.S.HITSCHENBERG_C-103



FOR REVIEW PURPOSES ONLY
DESIGN DRAWING - NOT FOR CONSTRUCTION

C	12/23/2025	DRAFT 90% DESIGN ISSUED FOR REVIEW	TDR	KF
B	08/15/2025	DRAFT 60% DESIGN ISSUED FOR REVIEW	TDR	KF
A	04/30/2025	DRAFT 30% DESIGN ISSUED FOR REVIEW	TDR	KF
REV	DATE	DESCRIPTION	DRN	APP
Geosyntec consultants 1120 N 12TH AVENUE PENSACOLA, FL 32501 USA PHONE: 850.477.6547  CITY OF PENSACOLA 222 W. MAIN STREET CITY HALL PENSACOLA, FL 32521-0052 PHONE: 850.435.1645				
TITLE: CIVIL - OVERALL SITE LAYOUT				
PROJECT: HOLLICE T. WILLIAMS STORMWATER PARK 90% DESIGN				
SITE: CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA				
THIS DRAWING MAY NOT BE ISSUED FOR PROJECT TENDER OR CONSTRUCTION, UNLESS SEALED.		DESIGN BY:	DATE:	DECEMBER 2025
SIGNATURE		DRAWN BY:	PROJECT NO.:	GW10819
DATE		CHECKED BY:	FILE:	GW10819.01_C-103.DWG
		REVIEWED BY:	SHEET ID:	C-103
		APPROVED BY:		

DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-245

Agenda Conference

3/9/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-9 - LOCAL AGENCY PROGRAM AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR HOLLICE T. WILLIAMS TRAIL CONSTRUCTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-9.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #2: Safe Streets for All Mobilities and Goal #5: More Walkable, Mixed-Use Districts.

A resolution of support is required to authorize the City to enter into a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) and accept federal-aid funds in the amount of \$1,853,724 for construction and CEI of a bicycle and pedestrian trail in Hollice T Williams Stormwater Park.

Construction funds will cover a portion of the concrete fifteen (15) foot wide multimodal trail with associated crosswalks, ADA ramps, and pavement markings, that traverses north to south from East Jordan Street to East Gonzalez Street and is part of the larger stormwater project underneath Interstate-110. The limits and layout of this multimodal trail are depicted in the attached overall site layout plan sheet.

City staff requested and successfully received construction funding in Fiscal Year 2026 through the FDOT Transportation Alternatives program. The City has been approved by the FDOT to enter into the LAP agreement, which is required for federal-aid funding assistance, and will require continued coordination with the Department through the construction and

inspection process.

Program Background

FDOT annually solicits the Transportation Alternatives (TA) Set-Aside program funding opportunity. The TA Set-Aside provides funding for programs and projects consistent with Fixing America's Surface Transportation (FAST) Act under 23 U.S.C. 133(h). These set-aside funds include all projects and activities defined as TA: On- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation, community improvement activities, environmental mitigation, and projects for planning, designing or constructing boulevards and other roadways largely in the right-of-way of formerly divided highways.

PRIOR ACTION:

December 15, 2022 – City Council adopted Resolution No. 2022-124, supporting an application for Transportation Alternatives Program funding for Phase 1 and Phase 2 of the multi-use path from East Jordan Street to East Cervantes Street, within the Hollice T. Williams Stormwater Park.

January 20, 2022- City Council adopted Resolution No. 2022-001, supporting an application for Transportation Alternatives Program funding for a multi-use path from East Jordan Street to East Blount Street, within Hollice T. Williams Stormwater Park.

FUNDING:

Budget:	\$1,662,492.00	Construction and Geotechnical Testing
	\$191,232.00	Construction, Engineering, and Inspections (CEI)
	\$1,853,724.00	TOTAL FDOT Reimbursement
Actual:	\$1,637,242.00	Construction
	\$25,250.00	Geotechnical Testing
	\$191,232.00	Construction, Engineering, and Inspections (CEI)
	\$1,853,724.00	TOTAL Project Cost

FINANCIAL IMPACT:

Adoption of this Supplemental Budget Resolution #2026-9 will appropriate the funding for this project. There are no required City matching funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins Jr., Associate City Administrator

Amy Tootle, Director of Public Works & Engineering

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-9
2. Supplemental Budget Explanation No. 2026-9

PRESENTATION: No

**RESOLUTION
NO. 2026-9**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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	52,743,567
Amended		
To Read:	Federal Grants	54,597,291
As Reads	Capital Outlay	9,106,662
Amended		
To Read:	Capital Outlay	10,960,386

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

MARCH 2026 - SUPPLEMENTAL BUDGET RESOLUTION - LOCAL AGENCY PROGRAM AGRMT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - HOLLICE T. WILLIAMS TRAIL CONSTRUCTION - RES NO. 2026-9

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	1,853,724	Increase estimated revenue for Federal Grants
Total Revenues	<u>1,853,724</u>	
Appropriations		
Capital Outlay	<u>1,853,724</u>	Increase appropriation funding for Capital Outlay
Total Appropriations	<u>1,853,724</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-349

Agenda Conference

3/9/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Charles Bare, Council Member

SUBJECT:

AMENDING CITY COUNCIL RULES AND PROCEDURES SECTION 2.04 - AGENDA
CONFERENCE - GENERAL

RECOMMENDATION:

That City Council amend Council Rules and Procedures Section 2.04 - Agenda Conference --
General.

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Council Rules and Procedures are amended from time to time. The proposed
amendments affect Section 2.04 Agenda Conference - General as follows:

Section 2.04 - Agenda Conference - General -- adds language relating to Discussion items
whereby public input would be accepted.
Public input is allowable during the discussion items.

PRIOR ACTION:

September 28, 2023 -- City Council last amended their Rules and Procedures

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Council Rules and Procedures 3.12.26 (004) (2)

PRESENTATION: No

CITY OF PENSACOLA

CITY COUNCIL

RULES AND PROCEDURES

“The City Council shall determine its own rules of procedure and order of business....”
City Charter 4.03(b)

Adopted June 13, 2013
Revised January 15, 2015
Revised September 17, 2015
Revised June 16, 2016
Revised October 8, 2020
Revised May 12, 2022
Revised September 28, 2023

Table of Contents

Article I. Council Meetings	4
Section 1.01 Regular Meetings	4
Section 1.02 Leroy Boyd Fora	4
Section 1.03 Special Meetings	4
Section 1.04 Workshops	4
Section 1.05 President as Presiding Officer	5
Section 1.06 Order of Business	6
(a) Regular Meetings	6
(b) Special Meetings	7
(c) Workshops	7
(d) Quasi-Judicial Hearings	7
(e) Flexibility of Agenda	7
Section 1.07 Presentation of Agenda Items	7
Section 1.08 Public Input on Agenda Items	8
Section 1.09 Council Member Input	8
Section 1.10 Voting and Quorum	8
Section 1.11 Parliamentary Procedure	9
Section 1.12 Postponing an Item	9
Section 1.13 Ending Debate	9
Section 1.14 Reconsideration	9
Article II. Agendas	9
Section 2.01 Submission of Items	9
Section 2.02 Council Memoranda	10
(a) Legislative Action Items	10

(b) Presentations	10
(c) Council Discussion Items and Administrative Items	11
Section 2.03 Preliminary Agenda Preparation.....	11
Section 2.04 Agenda Conference - General.....	11
Section 2.05 Agenda Conference – Order of Business.....	12
Section 2.06 Agenda Conference – Approval of Final Agenda	12
Section 2.07 Consent Agenda.....	12
Section 2.08 “Add-On” Items.....	13
Section 2.09 Presentations	13
Section 2.10 Suspension of the Rules	13
Article III. Elections and Appointments by Council	14
Section 3.01 Election of Officers	14
Section 3.02 Council Vacancies.....	14
Section 3.03 Council Appointments	14
Section 3.04 Council Established Boards	15
Article IV. Code of Ethics	15
Section 4.01 Financial Dealings with the City.....	16
Section 4.02 Travel and Training for City Business.....	16
Section 4.03 Voting Conflicts	16
Section 4.04 City Council Inquiries and Investigations.....	16

Article I. Council Meetings

Section 1.01 Regular Meetings

Regular meetings of the City Council shall be held at least once each month beginning at 5:30 p.m. in the Council's Chamber, City Hall, First Floor, 222 West Main Street, Pensacola, Florida, or at such other temporary location selected by the President as may be required should its Chamber be unavailable. The Council shall generally adopt its regular meeting schedule for the following calendar year at a regular meeting held in December of each year. The Council may reschedule or cancel meetings so long as at least one noticed, regular meeting occurs each month. No scheduled meeting shall be rescheduled without a majority vote of the existing membership of Council, except in cases of emergency or extreme hardship.

Section 1.02 Leroy Boyd Fora

For a period not to exceed one-half hour near the beginning of each regular Council meeting, and again at some point near the conclusion of regular Council business during each regular Council meeting, the Council shall invite public comment upon any subject not on the agenda unless waived by a majority of the existing membership of Council. Public comment shall be limited to three (3) minutes per speaker. The time limit for public input may be reduced in the President's discretion to accommodate a larger number of speakers. A speaker's time may not be given to another.

Section 1.03 Special Meetings

Special meetings may be held as provided in the City Charter, and shall be held in the Council's Chambers, or at such other location within the City of Pensacola as may be specified by the President and set forth in the notice of meeting. When practicable, seventy-two hours' notice of the meeting shall be given to the Council Members and the media by email. The matters to be considered in the special meeting shall be included in the notice of meeting. No action unrelated to the noticed matters shall be taken.

Section 1.04 Workshops

Council workshops may be held as necessary to allow Council members to informally discuss matters of concern or interest. Workshops shall be held in the Hagler-Mason Conference Room, 222 West Main Street, Second Floor, City Hall, Pensacola, Florida, or at such other location as may be selected by the Council or the President. Any topic may be referred to a workshop by the President, from an agenda conference, a Council meeting or a workshop by affirmative vote of a majority of the Council members present either specifying the date or leaving the date to the discretion of the President.

The matters to be considered shall be included in the notice of the workshop. No other matters shall be considered without the consent of a majority of the existing membership of Council. When practicable, seventy-two hours' notice of the workshop shall be given to the members and the media by email. No formal or binding action by the City Council may be taken in a workshop. Unofficial "straw votes" may be taken to determine a non-binding consensus on any matter. Public input may be allowed or denied during a workshop as shall be determined, and as may be revised, by the Council during the workshop. Unless imposed by majority vote of members present, the only limitation upon the number of times, or the duration, of a member's comments on a subject shall be at the discretion of the chair, exercised in a manner to permit all members to contribute within the time allotted.

The President shall initially preside over the workshop, but the first order of business after the roll call, shall be the selection of a member to chair the workshop, by consensus or motion. The president shall chair if no alternate selection is made. It is the intent of the Council that a member calling forth the topic for the workshop or particularly interested in the topic should chair the meeting. If more than one topic is to be discussed, the Council may, but shall not be required to select a separate chair for each topic.

Section 1.05 President as Presiding Officer

The President shall preside at every meeting or conference of the Council and have equal participation. The President will not be required to relinquish the chair when making motions and seconds or during debate. At the hour appointed, the President shall call the Council to order and, for a regular or special meeting determine whether a quorum is present. The President shall sign all ordinances, resolutions, subpoenas, or other writs ordered by the Council.

The President shall preserve order, speak to points of order, and decide all questions of order raised subject to appeal to the Council by any member. On appeal, no member may speak more than once and no more than one (1) minute. An appeal is settled by a majority plus one vote of the members present for or against the question "Shall the decision of the President be sustained." If not sustained, then the President shall make an alternate ruling subject to appeal to the Council by any member. In so doing the President shall attempt to ensure that matters are considered individually and in an orderly fashion, that members have a reasonable opportunity to express their views on matters before the Council and to respond to the views of others on that same matter, but not to the point of redundancy or personal attack. The President shall have control of the Council Chamber or meeting room and the connecting halls and corridors, and in case of disturbance or disorderly conduct cause the same to be cleared.

Other duties of the President include:

- (a) Monitoring preparation of agenda and ultimate approval of scheduling of agenda items as elsewhere provided in these rules;
- (b) Annual evaluation of Council Executive and any other Council staff reporting directly to the Council;
- (c) Execution of City Council Minutes to evidence approval by the Council; and
- (d) Any other matter directed by Council.

The Vice President shall exercise all duties of the President during the President's absence or disability and shall assume the Chair at the request of the President. In the event of the absence or disability of both the President and Vice President, not constituting a vacancy in either office, the Council may, but shall not be required to, elect one of its members Interim President until one of those officers returns to serve.

Section 1.06 Order of Business

(a) Regular Meetings

The order of business during regular Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) Invocation and Pledge of Allegiance.
- 3) Rules of Decorum.
- 4) Awards
- 5) First LeRoy Boyd Forum
- 6) Approval of Minutes.
- 7) Approval of Agenda.
 - a. Call for transfer of any consent item to regular agenda.
 - b. Call for reordering of items.
 - c. Vote on Agenda
- 8) Consent Agenda.
 - a. Presentation of remaining consent agenda items.
 - b. Vote on consent agenda.
- 9) Regular Agenda.
- 10) Council Executive Report.
- 11) Mayor's Communication.
- 12) Council Communications and Civic Announcements.

- 14) Second Leroy Boyd Forum.
- 15) Adjournment.

(b) Special Meetings

The order of business during special Council meetings shall be:

- 1) Call to Order, Roll Call and Determination of Quorum.
- 2) Pledge of Allegiance.
- 3) Noticed Business in Agenda Order.
- 4) Adjournment.

(c) Workshops

- 1) Call to Order and Roll Call.
- 2) Selection of Chair.
- 3) Determination of Public Input.
- 4) Noticed Business.
- 5) Adjournment.

(d) Quasi-Judicial Hearings

(e) Flexibility of Agenda

At the time appointed for Approval of the Agenda, the Council may reorder the agenda items. The designation of an item marked for discussion in a regular meeting shall not prohibit the Council from taking action on that item if the Council determines to do so after discussion.

Section 1.07 Presentation of Agenda Items

For each agenda item in turn, the President shall recognize initially the sponsor of the item or a City Administration or City Council staff member designated by the sponsor, to allow for the item to be introduced; this shall occur at the Agenda Conference. At the regular meeting of the City Council, no item can be discussed prior to obtaining a motion to move the item forward and a second. Once a motion and second has been obtained, the President shall recognize the sponsor of the item who shall have the first opportunity to speak to the item, if so desired. This initial opportunity afforded the sponsor shall not exceed two (2) minutes in length and shall not be included in the limitations upon Council member input imposed by these rules. If an item does not receive a motion and/or second, that item is not open to debate and no discussion may take place. The Council President shall move to the next item.

Section 1.08 Public Input on Agenda Items

A member of the public may address any action or discussion item on a Council meeting agenda by delivering a speaker's card to the City Clerk at the meeting prior to the end of consideration by Council, or in a public hearing required by law or designated as such by the Council prior to the closing of the hearing. All comments shall be directed to the President who has it within his/her purview to allow a citizen to speak directly to a Council member. No Council member shall address a member of the public without permission from the President. Public input shall be limited to three (3) minutes per speaker and must be germane to the item under consideration, in the opinion of the President. In order to accommodate a larger number of speakers, the time limit for public input may be reduced in the President's discretion. A speaker's time may not be given to another. Public input on a particular agenda item shall be received during Council consideration of that item at a time recognized by the President. After public input is concluded, it may not be reopened without consent of the Council. In the interests of time and orderly deliberation, unless prohibited by law the Council reserves the right to deny public input on any item at any time except a public hearing, required by law. Conversely, the Council may choose to permit public input at any time.

Section 1.09 Council Member Input

For any item or subject, Council members shall have a total of three (3) opportunities to speak and shall limit each opportunity to three (3) minutes. Members shall speak no more than once so long as any member who has not spoken desires to speak. So long as a member does not object, the President may choose not to enforce these limitations. These limitations may be waived or suspended for a time certain by majority vote of the existing membership of the Council. The requirements of this section shall not apply to workshops.

Section 1.10 Voting and Quorum

The vote or abstention of each Council member present shall be recorded in the minutes of the meeting. Voting shall ordinarily be made by electronic tally device, but upon approval of a majority of the existing members of Council, voting may be by paper ballot or roll call. As provided in the Charter, and subject to limited exceptions expressed in the Charter, a majority of the existing membership of the Council shall constitute a quorum and no action by the Council shall be valid or binding unless adopted by the affirmative vote of a majority of the existing membership of Council. The requirement for a Council Member to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Council members who must leave a meeting prior to its conclusion shall either advise the Council Executive in advance of the approximate time of his/her departure, who shall

ensure that information is made part of the minutes of the meeting, or, prior to leaving the meeting, announce his/her departure on the record.

Section 1.11 Parliamentary Procedure

Robert's Rules of Order will serve as a guide for parliamentary procedures in the conduct of all Council meetings and workshops. Any exceptions noted in these rules or by resolution of the Council shall take precedence. A violation of parliamentary procedure shall not call into question the validity of any decision or action of the Council so long as the requirements of state law and the City Charter have been met and the intent of the Council is clear from the minutes and the electronic recordings of the proceedings.

Section 1.12 Postponing an Item

A Council member who has the floor at a regular meeting and who feels that he or she does not have enough information to act on an item may request that the sponsor of that item postpone the item. The request shall take precedence. If the sponsor refuses, a motion, second and affirmative vote of a majority of the existing members of Council to postpone the item will result in it being placed on a subsequent agenda conference and the sponsor shall have the opportunity to add additional information to the related Council Memorandum.

Section 1.13 Ending Debate

A motion for the previous question may not interrupt a speaker who has the floor, must be made and seconded, is not debatable, cannot be amended, requires an affirmative, majority plus one vote of members present to pass and in this assembly cannot be reconsidered. Additionally, in order to protect the democratic process, any Council member or member of the public who is on record to speak before the motion is made will be permitted to speak before the vote is taken on the motion for the previous question.

Section 1.14 Reconsideration

A Council member on the prevailing side may move to reconsider a question in the same meeting. The motion must pass with the same vote formality as required to pass the main motion, and if passed reopens the main motion to debate.

Article II. Agendas

Section 2.01 Submission of Items

Agenda items may be sponsored and submitted by an individual Council member or by the Mayor. In order to be included in the next regularly scheduled meeting and to have adequate time to go through the appropriate approval process and dedicated reviews, items shall show as "Agenda Ready" with all necessary attachments included by 5:00

p.m. on the Friday prior to the posting of the agenda for public view. All proposed ordinances and resolutions must go through review by the Office of the City Attorney (Legal) prior to being placed on the agenda, in coordination with the Council Executive. The sponsor of an item may unilaterally withdraw that item at any time prior to the commencement of Council voting on that item in a regular or special Council meeting. At the point an item has been withdrawn, no further discussion may take place.

Section 2.02 Council Memoranda

Every agenda item shall be accompanied by a Council Memorandum, offered, and supported by the sponsor of the item and containing, at a minimum, the following information or stating not applicable if that be the case.

(a) Proposed Legislative Items

- 1) Sponsor's name.
- 2) Subject
- 3) Recommendation.
- 4) Required Hearing
- 5) Summary
- 6) Prior Action
- 7) Funding
- 8) Financial Impact
- 9) Staff Contact
- 10) Attachments (examples: form of proposed ordinance, form of proposed contract and bid summary).
- 11) Presentation (where a presentation will be made by someone other than the sponsor).

(b) Presentations

- 1) Sponsor's Name.
- 2) Subject
- 3) Request
- 4) Summary (Subject matter background and purpose of presentation.)
- 5) Prior Action
- 6) Staff Contact
- 7) Attachments (Related documentation.)

(c) Council Discussion Items and Administrative Items

- 1) Sponsor's name.
- 2) Subject
- 3) Summary
- 4) Prior Action
- 5) Staff Contact
- 6) Attachments (Related documentation.)
- 7) Presentation

Section 2.03 Preliminary Agenda Preparation

The Council staff shall assign a sequential number to each Council Memorandum presented, prepare a preliminary agenda, and shall have the flexibility to order and group items in a logical way. If two matters are related or appear to have a bearing upon one another, the Council staff may place those items in consecutive sequence. In addition, the President shall be authorized to review the agenda proposed by the Council staff and make such changes, including re-positioning or postponing an item, as he or she deems appropriate in consideration of the length of the agenda and the nature, complexity and urgency of all the matters at hand including ensuring that an item has been fully vetted and ready for the Council's consideration. If the Council President postpones an item, that action can be overridden at the agenda conference by a motion and second and a majority vote of the existing Council membership. As a general practice, action items will precede discussion items. The agenda will be generated by Council staff on the Tuesday prior to the agenda conference who will also post it to the City's website. The Clerk shall be responsible for notifying the media and providing a link to the agenda to the City Council.

Section 2.04 Agenda Conference - General

An agenda conference of Council members shall be held the Monday before each regular Council meeting, at 3:30 p.m. in the Hagler-Mason Conference Room, 222 West Main Street, 2nd Floor, City Hall, Pensacola, Florida, or at such other time and place as may from time to time be set by the President or the Council. The agenda conference will serve as an opportunity for the City Council, as a collegial body, to fully discuss agenda items being brought forth for the upcoming regular meeting of the City Council to ensure such items are complete and ready for a discussion of the merits of the item. This will be an opportunity for the sponsor of an item to introduce an item to the City Council in accordance with Section 1.07 of these rules. Additionally, this will allow Council members to request additional information from the sponsor, staff and/or administration. If an item is deemed incomplete or in need of further review prior to the regular Council meeting, the item may be removed from the agenda either by the consent of the sponsor or by a

majority vote of the existing membership of City Council and directed to the appropriate staff for follow-up. During the agenda conference, and minus objection, the City Council may consider administrative or ministerial matters, such as requesting a legal opinion, or moving items from the regular agenda to the consent agenda. Discussion items will be conducted at the agenda conference. In months with two (2) regularly scheduled Council meetings, discussion items will take place at the second agenda conference of the month. In months with one (1) Council meeting scheduled, discussion items will take place during that agenda conference. Public input is allowable during the discussion items. The agenda conference shall also be the meeting where stand-alone presentations are heard (those presentations that are not part of a legislative action item); as well as the City Administrator's report, the Finance Director's Quarterly report and any other such report as requested on behalf of staff or the Mayor's Office.

Section 2.05 Agenda Conference – Order of Business

- 1) Roll Call.
- 2) Presentations.
- 3) Review of consent agenda items.
- 4) Review of regular agenda items.
- 5) Consideration of any add-on items.
- 6) Discussion Items
- 7) Approval of final agenda.
- 8) City Administrator's Communication.
- 9) City Attorney's Communication.
- 10) Finance Director's Quarterly Report.
- 11) Council Communication.
- 12) Adjournment.

Section 2.06 Agenda Conference – Approval of Final Agenda

A majority of the Council members present at the agenda conference shall approve the final agenda to be presented to Council at the next regular meeting. If no members attend the agenda conference, the preliminary agenda shall become the final agenda. Only the affirmative vote of a majority of the existing membership of the Council shall be entitled to remove an item from the agenda. An item removed may be placed upon the next preliminary agenda. An item removed twice from the preliminary agenda shall be deemed rejected in its then current form. The City Clerk shall be responsible for placing the final agenda and accompanying memoranda upon the City's website and notifying the media.

Section 2.07 Consent Agenda

The Council Executive may include in the consent agenda section of the preliminary agenda any items which are not controversial, are viewed as routine, which are

procedural or have been thoroughly discussed previously that require formal Council approval. During the agenda conference, or during the approval of the agenda portion of a regular Council meeting, any single Council member shall have the privilege of moving any item from the consent agenda to the regular agenda items section after providing a basis for the removal; providing the basis for the removal will allow for any additional information to be gathered prior to the regular Council meeting.

Section 2.08 “Add-On” Items

During the Agenda Approval portion of a regular meeting, or during the “Consideration of any Add-On Items” portion of the agenda conference, any person entitled to submit an agenda item may request that a new item of business, that is either time sensitive or requires action prior to the next scheduled meeting, with an appropriate Council Memorandum, be added to the agenda. Within the memorandum shall be language which indicates the reason the item is either time sensitive or requires immediate action. The request shall be granted only by the affirmative vote of a majority plus one of the existing membership of Council. If granted, a duplicate copy of all materials supporting the item must be provided to each member before discussion.

Section 2.09 Presentations

Requests for Presentations shall be sponsored by a City Council member or the Mayor. Such a request shall be accompanied by a Council Memorandum and shall be included on the agenda in the same manner as all other items are included. Standalone presentations, those not attached to an action item, will be conducted at the agenda conference.

Section 2.10 Suspension of the Rules

By motion to suspend all or part of a particular rule for a particular purpose, a majority of existing membership of Council may suspend any provision of these rules which would limit or prohibit the discussion of any matter amongst the Council members. Failure of any member to raise as a point of order any violation of these rules before or during any discussion, action or presentation shall be deemed a waiver of the application of any rule limiting or prohibiting that discussion, action or presentation prior to the point of order being raised. Once the call for a vote has been made by the Council President it shall be too late to raise a point of order concerning the earlier application of these rules to the matter upon which the voting is occurring.

Article III. Elections and Appointments by Council

Section 3.01 Election of Officers

Nominations for the offices of President and Vice President of City Council shall be submitted in writing to the City Clerk by individual Council members in November each year no later than five (5) days prior to the Council meeting held to elect those officers as provided in the City Charter. Provided a nomination has been duly made; nominations shall then be closed. The Clerk shall distribute the names of each nominee and the Council member making the nomination to all members no later than four (4) days prior to the scheduled meeting. A member may nominate himself or herself. A member may be nominated for both offices. If a single nomination was duly made, that member may be elected by acclamation, or the Council may open the floor for nominations. If no member was duly nominated in writing, the floor shall be opened for nominations. If more than one member is nominated, voting shall be by written ballot and if one member does not receive the affirmative vote of a majority of the existing membership of Council, the member receiving the lowest number of votes shall be eliminated and balloting shall continue until the officer is elected by such a majority.

Section 3.02 Council Vacancies

The City Clerk shall notify Council members in writing of a Council vacancy and solicit nominations within 5 days after becoming aware of the vacancy. Written nominations by individual members shall be returned to the City Clerk by a date certain specified in the notice, which date shall be no less than [7] nor more than [10] days after distribution of the notice. Provided a nomination has been duly made, nominations shall then be closed. The Clerk shall distribute the names of each nominee and the member making the nomination to all members no later than four (4) days prior to the scheduled meeting. The election shall be held at the next regular or special Council meeting. If a single nomination was duly made, the vacancy may be filled by a vote of acclamation, or the Council may open the floor for further nominations. If no person was duly nominated in writing, the floor shall be opened for nominations. If more than one person is nominated, voting shall be by written ballot and if one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the vacancy is filled.

Section 3.03 Council Appointments

The City Clerk shall notify Council members and the Mayor in writing of coming expirations or vacancies in a Council appointment and provide a nomination form to include a brief description of the nominee's qualifications for appointment. All nominees must complete an Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, which must be attached to the completed nomination form. All nominations shall be filed with the City Clerk prior to the deadline for the agenda

conference specified in the Clerk's notice. The names of incumbents indicating a willingness to serve an additional term and who shall have completed a current Application for City Council Appointed Boards, Authorities and Commissions, or similar superseding form, which shall be filed with the City Clerk prior to the deadline for the agenda conference specified in the Clerk's notice, shall be placed on the ballot for consideration without the necessity of a written nomination. Voting shall be by written ballot. If more than one person is nominated, and one person does not receive the affirmative vote of a majority of the existing membership of Council, the person receiving the lowest number of votes shall be eliminated and balloting shall continue until the appointment is made. Nominations for open positions may be made by City Council Members and/or the Mayor.

Section 3.04 Council Established Boards

City Council established Boards, Commissions or Authorities shall supply a yearly report to the City Council outlining the year's achievements, accomplishments, and up-coming year's goals. This report shall be identified within the by-laws of each Board, Commission or Authority and shall be provided at the end of each fiscal year.

Board members shall be provided with annual ethics training conducted by a member of Council staff or the City Attorney's Office. Upon the appointment to a Board, Commission or Authority, individuals will be provided said training as soon as is possible after their appointment to the Board, Commission or Authority.

Removal of board members shall be in accordance with state statute and/or the policy and procedures set forth by the City Council.

The Council Executive shall ensure that each Council established Board, Commission or Authority has a working set of rules and procedures that are consistent with City Council Rules and Procedures.

Article IV. Code of Ethics

In addition to the Code of Ethics established and incorporated by Chapter 2-6 of the Code of Ordinances of the City as amended from time to time, and as authorized by the Charter of the City and contemplated by Sec. 2-6-3 of the Code of Ordinances, Council members shall adhere to the requirements of this article. Further, each member of City Council must complete four (4) hours of ethics training each calendar year which addresses, at minimum, the Code of Ethics for public officials and employees and the public records and public meeting laws of the State of Florida.

Section 4.01 Financial Dealings with the City

Each Council member shall discharge his or her debts with all City agencies and departments in a timely manner the same as every citizen is expected to act. No advances will be granted on salaries due to a Council member. Failure to comply may result in public censure of the delinquent member by the Council.

Section 4.02 Travel and Training for City Business

During the budget process each year, the City Council will budget and allocate sufficient funds for Council's travel and training requirements in an amount permitting each member to have available the amount of at least \$4,000 for travel and at least \$4,000 for training, plus an additional total amount of \$10,000 for unscheduled or unanticipated travel or training requirements available for Council. These expenses shall include training mandated by Florida law for local elected officials.

Travel expenses incurred by a Council member traveling on City business shall not be incurred by the City or reimbursed to the member unless such travel is approved by the President or Vice President of the Council. Travel by either the President or the Vice President must be approved by the other. Approval by the President or Vice President may be reviewed and overturned or limited by the Council provided a written request to review is filed by a Council member with the City Clerk within ten (10) days after the accounting for all expenses of the travel has been completed. Accounting of all travel will be completed within ten (10) days of the termination of the trip, and in any event prior to the initiation of any subsequent travel.

Pursuant to the authority conferred by F.S. 166.021(9), the meal and incidental expenses (M&IE) per diem reimbursement amount for all authorized persons traveling on behalf of the City of Pensacola shall be the then-current meal and incidental expenses (M&IE) per diem amounts published online by the federal General Services Administration (GSA), as those amounts are determined by location of the travel destination and updated from time-to-time by the GSA.

Section 4.03 Voting Conflicts

Notwithstanding the provisions of Sec. 112.3143, Florida Statutes, or subsequent superseding legislation, a Council member required to abstain from a vote by Florida law shall make his or her disclosure at the commencement of the discussion of the conflicted item and shall not participate in the discussion. Nothing in this section shall lessen the abstention and disclosure requirements imposed upon Council members by Florida law. The requirement for a Council member to vote, minus a required abstention, shall be consistent with Attorney General's opinions regarding this matter.

Section 4.04 City Council Inquiries and Investigations

(A) **Scope.** This section governs all inquiries and investigations conducted by City Council under Section 4.02(a)(3) of the City Charter for the City of Pensacola.

(B) **Authority.** City Charter Section 4.02(a)(3) authorizes City Council “To inquire into the conduct of any municipal office, department, agency or officer and to investigate municipal affairs, and for that purpose, may subpoena witnesses, administer oaths and compel the production of books, papers, or other evidence.”

(C) **Definitions.**

1. **Inquiry.** Under this section, the word “inquiry” shall mean any legislative inquiry authorized in good faith as required by City Charter by resolution of City Council by the affirmative vote of the majority of the full City Council and conducted by City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) and in accordance with City Council Rules and Procedures under this section, for the purpose of requesting information to provide necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council under the City Charter.

2. **Investigation.** Under this section, the word “investigation” shall mean any legislative investigation authorized in good faith by resolution of City Council by the affirmative vote of at least a majority of the full City Council members and conducted by City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) in accordance with City Council Rules and Procedures under this section, said investigation to include a public hearing of City Council at which witnesses may be requested or compelled by subpoena to appear and provide testimony and to produce records to provide necessary factual knowledge to City Council to aid it in carrying out the legislative powers and duties imposed on City Council under the City Charter.

3. **Subpoena.** Under this section, the word “subpoena” shall mean a subpoena or subpoena duces tecum directed to be issued by resolution of City Council under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) for the purpose of requesting the production of documents, books, papers, witnesses or other evidence pertinent and material to providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter.

4. **Agency.** Under this section, the word “agency” shall mean a City board, commission or authority as contemplated by City Charter Section 5.05.

(D) **Request for City Council to Authorize an Inquiry or Investigation.**

1. **Complaint.** An individual City Council member may submit a written request for City Council to authorize an inquiry or investigation under the authority of City Charter Sections 4.02(a)(3) and 4.04(b) to assist City Council in carrying out the legislative powers and duties imposed on City Council by City Charter.

2. **Sufficient Legal Basis.** The complaint shall set out a factual basis and provide the legal rationale for the inquiry or investigation to ensure the legal basis is appropriate and justified in assisting City Council in carrying out the legislative powers and duties of City Council under the City Charter.

3. **Insufficient Legal Basis.** Upon review of the request, should City Council determine that the legal basis of the complaint is insufficient to invoke the inquiry or investigative authority of City Council under the City Charter or not within the jurisdiction of City Council under the City Charter, it shall suspend further consideration of the complaint and state the reasons.

4. **No Presumption Raised.** City Council authorization to conduct an inquiry or investigation does not give rise to a presumption of violation of the City Charter or City Code, or rules or policies of the City, or any other local, state or federal laws.

5. **Criminal Law Violation.** Should City Council have a reasonable belief that the subject matter would violate a criminal law, City Council will refer the matter to the appropriate authority and state the reasons.

(E). **Authorization by Resolution.**

1. **Agenda Item.** A request for City Council to authorize an inquiry or investigation shall be considered as an item on the agenda of a properly noticed meeting of City Council. City Council may only discuss the legal basis for the inquiry or investigation and may not discuss the merits of the complaint nor make factual determinations or findings relating to the complaint.

2. **Inquiry shall be authorized by Majority Vote.** An inquiry by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter shall be authorized by resolution approved by the affirmative vote of the majority of the full City Council, at a properly noticed meeting of City Council.

3. **Investigations shall be authorized by Majority of the Full City Council Members.** An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of City Council.

4. **Time Frame.** City Council shall determine the appropriate time frame for completion of an inquiry or investigation on a case by case basis provided that such time frame does not exceed ninety (90) days from the date of the authorizing resolution. Every reasonable effort shall be made to complete an inquiry or investigation within the time frame set by City Council. However, each case presents different circumstances and it is not always possible to maintain the time frame set by City Council. Extensions of time may be allowed by the affirmative vote of the majority of the full City Council upon good cause shown.

5. **Progress Reports.** The City Council Executive shall report monthly on the progress of each pending inquiry and investigation at a properly noticed meeting of City Council.

(F) **Inquiry.** An inquiry by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into the conduct of any municipal office, department, agency or officer, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of the majority of the full City Council, at a properly noticed meeting of the City Council.

1. Such resolution shall describe with particularity the subject matter of the inquiry, specifically the alleged conduct and related municipal office, department, agency or officer, the conduct of which is subject to inquiry.

2. Such resolution shall request a written response from the appropriate representative of such municipal office, department or agency or in the case of a municipal officer, from such officer, and may direct responses to specific questions to be provided, request supporting documentation and other relevant material be included with the response, and shall also request that other individuals with relevant information be identified.

3. Such resolution shall set a date for the written report to be submitted to City Council as an agenda item at a properly noticed meeting of the City Council.

4. Such responsive information shall be submitted into the record at the public meeting scheduled for submitting the response. City Council shall review the responsive information at the meeting and deliberate and make findings. Such findings shall be adopted by resolution approved by a majority vote of the full City Council.

(G) **Investigation.** An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into municipal affairs, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of the City Council.

1. Such resolution shall describe with particularity the subject matter of the investigation, detailing with specificity the scope and purpose of the investigation, and shall provide the course of action to be followed in carrying out such investigation and investigative hearing.

2. City Council may employ an expert for assistance in conducting an investigation pursuant to this section herein. The terms of the employment agreement shall be for the sole purpose of assisting with an investigation consistent with and limited to the scope of City Council's investigative authority under Sections 4.02(a)(3) and 4.04(b) of the City

Charter and shall be set forth and authorized by a resolution approved by City Council. Investigative information shall be subject to public disclosure as required by law.

(H) **Investigative Hearing.** City Council shall determine on a case by case basis whether an investigative hearing shall be conducted. An investigation by City Council as authorized by Sections 4.02(a)(3) and 4.04(b) of the City Charter, into municipal affairs, shall be for the purpose of providing necessary factual knowledge to City Council to assist it in carrying out the legislative powers and duties imposed on City Council by City Charter and shall be authorized by resolution approved by the affirmative vote of at least a majority of the full City Council members, at a properly noticed meeting of the City Council. Such investigative hearing shall be open to the public.

1. An investigative hearing is legislative in nature and not a judicial proceeding. Normal procedural guarantees which surround the conduct of a trial, therefore, are not required as a matter of general law in such investigations. Accordingly, except for the constitutional privilege against self-incrimination, and the guarantee of the First Amendment, witnesses before investigative hearing of City Council shall have those rights which City Council determines are appropriate to ensure that all procedures are orderly and fair.

2. At the conclusion of an investigative hearing, City Council shall make written findings and conclusions.

(I) **Authorization for Preparation and Issuance of Subpoenas.** City Council shall authorize by resolution, at a properly noticed meeting of City Council, the preparation and issuance of subpoenas or subpoenas duces tecum for purposes of an investigation under this section by the City Clerk in accordance with state statute. The authorization shall direct the City Council Executive to prepare subpoenas or subpoenas duces tecum and submit such subpoenas or subpoenas duces tecum to the City Attorney for review for legal sufficiency.

(J) **Authorization for Contempt Order.** The punishment for violation of a subpoena or subpoena duces tecum that City Council may impose against any person who violates a subpoena or subpoena duces tecum shall be prescribed by ordinance.

1. Pursuant to such ordinance, City Council is authorized to hold a person in contempt for violation of a subpoena or subpoena duces tecum and to impose a fine, not to exceed five hundred dollars (\$500), against any person for such violation.

2. City Council shall determine whether grounds for a contempt order exist and shall prescribe the fine amount for violation of the ordinance.

3. **Public Notice.** The City Clerk shall publish legal notice of each investigative hearing authorized under this section at least one time in a newspaper published in the city which meets the requirements of Section 50.031, Florida Statutes.

4. Transcripts of Investigations. The investigative hearing under this section shall be recorded and transcribed verbatim and provided to City Council. .